

PROCEEDINGS

OF THE

◁ 50th Annual Meeting
and Special Meeting ▷

OF THE

STOCKHOLDERS

OF THE

Atlantic & N. C. R. R. Co.

HELD AT

NEW BERN, N. C.

Thursday, Sept. 1st, and Monday, Sept. 22, 1904,

TOGETHER WITH

REPORTS OF OFFICERS

AND

COPY OF LEASE.

*Copy of 1000 O'Brien
H. C. Brown*

PROCEEDINGS.

NEW BERN, N. C., September 1st, 1904.

Pursuant to notice, in accordance with the provisions of the by-laws of the company, a Special Meeting of the Stockholders of the Atlantic & North Carolina Railroad Company is held in the company's offices in the City of New Bern, N. C., on Thursday, September 1st, 1904, at 12 o'clock M.

The meeting was called to order by President James A. Bryan, who requested Joseph E. Robinson, of Goldsboro, N. C., to act as Temporary Chairman, George Green, of New Bern, N. C., as Secretary, and such representatives of the press as were present, as Assistant Secretaries.

The Proxy Committee through its Chairman, Henry R. Bryan, Jr., reports that there are present and represented at the meeting in person and by proxy 17,262 shares of stock, which are entitled to cast 1410 votes; that the State of North Carolina is duly represented by the State Proxy, J. W. Grainger, and that more than ten stockholders are present in person.

On motion of James A. Bryan, the meeting thereupon adjourns to reassemble at three o'clock P. M. in the Atlantic Hotel Ball Room at Morehead City, N. C.

MOREHEAD CITY, N. C., September 1st, 1904.

Pursuant to the order of adjournment the meeting reassembled at three o'clock P. M. in the Atlantic Hotel Ball Room, at Morehead City, N. C.

The Proxy Committee through its Chairman, Henry R. Bryan, Jr., submits the following report, which is read by the Secretary, and on motion of E. C. Duncan, unanimously adopted, to-wit:—

September 1st, 1904.

To the Stockholders of the Atlantic & North Carolina Railroad Company:

GENTLEMEN:—We, your Proxy Committee, beg to report that we have examined all the Proxies presented to us, and find the following stock to be represented in person and by proxy, to-wit:

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E. C. Duncan	416 shares, 207 votes		
Dempsey Wood	1675	"	380 "
Co. of Lenoir by Dempsey Wood, proxy..	500	"	56 "
Henry R. Bryan, Jr.....	90	"	37 "
C. M. Busbee.....	10	"	5 "
Jas. A. Bryan.....	250	"	148 "
Co. of Craven by Jas. A. Bryan, proxy...	1293	"	135 "
C. L. Ives	1	"	1 "
Geo. N. Ives.	1	"	1 "
Co. of Pamlico by C. A. Flowers, proxy..	202	"	26 "
G. V. Richardson	1	"	1 "
C. E. Foy	132	"	51 "
Thos. J. Jarvis.....	18	"	8 "
L. G. Daniels	5	"	3 "
Willis Briggs	2	"	1 "
State of N. C. by J. W. Grainger, proxy..	12666	"	350 "
	<hr/>		<hr/>
	17262	"	1410 "

From the above it will be seen that there are present and represented in this meeting 17262 shares of stock, which are entitled to cast 1410 votes, there being more than a majority of all of the shares of the stock in the said company, owned and held by individuals present in person or by proxy, and that the State of North Carolina is duly, properly and regularly represented by its duly authorized State's Proxy, J. W. Grainger, and that more than ten Stockholders are present in person.

Respectfully submitted,

HENRY R. BRYAN, JR., Chmn.

The Chairman thereupon announced that a quorum of the private stock was present, that the State of North Carolina was duly and regularly represented by its Proxy, and that the meeting was ready to proceed with the transaction of its business.

On motion of James A. Bryan the temporary organization is made permanent.

The State's Proxy presents to the meeting the following propositions to Lease the Railroad of this Company, which said propositions, in words and figures as follows, are thereupon read by the Secretary.

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MOREHEAD CITY, N. C., Aug. 27th, 1904.

To His Excellency, the Governor of North Carolina, Raleigh, N. C.

SIR:—The undersigned, who have agreed among themselves to organize under the laws of North Carolina, a corporation to be known as the Goldsboro, New Berne & Morehead City Railroad Company, to which may be executed a lease of the Atlantic & North Carolina Railroad, do hereby make the following proposition on behalf of the said contemplated Railroad corporation:—

1st. That it will lease the Atlantic & North Carolina Railroad for the term of ninety-three years, and pay or cause to be paid as rental therefor the following sums:

For the first 10 years 3 per cent. per year on capital stock now outstanding.

For the second 10 years 3 per cent. per year on capital stock now outstanding.

For the third 10 years $3\frac{1}{2}$ per cent. per year on capital stock now outstanding.

For the fourth 10 years 4 per cent. per year on capital stock now outstanding.

For the fifth 10 years $4\frac{1}{2}$ per cent. per year on capital stock now outstanding.

For the sixth 10 years 5 per cent. per year on capital stock now outstanding.

For the balance of the term 6 per cent. per year on capital stock now outstanding.

Or if the Atlantic & North Carolina Railroad Co. shall prefer to lease for only 60 years that it will pay the rentals specified above for the 1st 10 years to the 6th 10 years inclusive; or if the Atlantic & North Carolina Railroad Company shall prefer to lease for only 50 years it will pay the rentals above specified from the 1st 10 years to the 5th 10 years inclusive. That the said lease shall embrace all the property, contracts, rights, privileges, appurtenances and franchises of every kind and description belonging to the said Atlantic & North Carolina Railroad Company, all of which shall be delivered to the said contemplated corporation at the beginning of the term free from all liens, incumbrances, debts, claims and liabilities except the present bonded indebtedness of the Atlantic & North Carolina Railroad Company.

2nd. That it will assume and pay during the continuance of said lease the interest accruing on the present bonded indebtedness of the Atlantic & North Carolina Railroad Company as the same falls due, but that it shall not be in any manner liable for the payment of the principal of the said bonded indebtedness.

3rd. That it will pay all taxes of every character which may

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hereafter be assessed against the said Atlantic & North Carolina Railroad Company during the continuance of said lease.

4th. That it will pay all the expenses of keeping alive the organization of the Atlantic & North Carolina Railroad Company, and all expenses of inspection to be made from time to time by competent railroad experts to be appointed by the Atlantic & North Carolina Railroad Company with the view of ascertaining whether or not the terms of the lease are complied with on the part of the lessee, all of which expenses shall not together exceed the sum of \$1200 per year.

5th. That it will enter into proper covenants to protect and save harmless the Atlantic & North Carolina Railroad Company from all loss or damage that may arise on account of the negligence or torts of the lessee during the continuance of said lease.

6th. That it will take all the supplies on hand at the time of the delivery of the property under the lease at the true market value of the same, and will pay therefor in cash or secure the payment of the same in such manner as the Atlantic & North Carolina Railroad Company may require.

7th. That it will keep and maintain the said railroad, rolling stock and fixtures in good condition at all times during the continuance of said lease, and at the termination of the said lease will return the said property to the Atlantic & North Carolina Railroad Company in relatively as good condition as when received.

8th. That to secure the payment of the rentals above recited as well as the due and proper performance of all the stipulations contained in the lease it will deposit with the Treasurer of the State of North Carolina, or such depository as may be agreed upon, \$100,000 in such securities as the Atlantic & North Carolina Railroad Company may require, and keep the same or such other securities as may be agreed upon on deposit during the term of this lease.

This proposition is made with the express understanding and agreement that if the same is accepted and if the Goldsboro, New Bern & Morehead City Railroad Company is chartered and organized, and said lease executed to it, the undersigned shall not be liable either as individuals or as partners for or on account of anything contained in this proposition.

Very respectfully,

W. L. KENNEDY,
E. B. BORDEN,
WM. DUNN,
W. S. CHADWICK,
Committee.

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ASHEVILLE, N. C., August 29th, 1904.

To His Excellency, the Governor of North Carolina, Raleigh, N. C.

SIR:—I have the honor to submit the following proposition for a lease of the Atlantic & North Carolina Railroad:

First. I will lease the Atlantic & North Carolina Railroad for the term of ninety-three years and pay, or cause to be paid, as rental therefor the following sums, viz:—

For the first ten years 3 per cent. per year on the principal of the capital stock now outstanding.

For the second ten years 3 per cent. per year on the principal of the capital stock now outstanding.

For the third ten years $3\frac{1}{2}$ per cent. per year on the principal of the capital stock now outstanding.

For the fourth ten years 4 per cent. per year on the principal of the capital stock now outstanding.

For the fifth ten years $4\frac{1}{2}$ per cent. per year on the principal of the capital stock now outstanding.

For the sixth ten years 5 per cent. per year on the principal of the capital stock now outstanding.

For the balance of the term 6 per cent. per year on the principal of capital stock now outstanding; or, if the Atlantic & North Carolina Railroad Company shall prefer to lease for only sixty years, then I will pay the rentals above specified from the first ten years to the sixth ten year periods inclusive;

Or, if the Atlantic & North Carolina Railroad Company shall prefer to lease for only fifty years, I will pay the rentals above specified from the first ten years to the fifth ten years inclusive. The said lease shall embrace all the property, contracts, rights, privileges, appurtenances and franchises of every kind and description belonging to the said Atlantic & North Carolina Railroad Company, all of which shall be delivered to me at the beginning of the term free from all liens, encumbrances, debts, claims, and liabilities, except the present bonded indebtedness of the Atlantic & North Carolina Railroad Company.

Second. I will assume and pay during the continuance of the said lease the interest accruing on the present bonded indebtedness of the Atlantic & North Carolina Railroad Company as the same falls due, but I shall not be in any manner liable for the payment of the principal of the said bonded indebtedness; provided, however, that if the said indebtedness should be refunded at any time during the continuance of the said lease, the rate of interest shall be the lowest practicable rate at which the said bonds can be sold at par, and I shall have the privilege of placing the said bonds at par; and I

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shall not be required to pay on this account a greater rate of interest than that which the said refunded debt shall bear, and in no event shall I be required to pay a greater rate of interest thereon than that which the said indebtedness now bears, to-wit: 6 per cent. per annum.

Third. That I will pay all taxes of every character which may be hereafter assessed against the Atlantic & North Carolina Railroad Company during the continuance of the said lease.

Fourth. That I will pay all the expenses of keeping alive the organization of the Atlantic & North Carolina Railroad Company, and all expenses of inspection to be made from time to time by competent railroad experts, to be appointed by the Atlantic & North Carolina Railroad Company, with the view of ascertaining whether or not the terms of the lease are complied with on the part of the lessee, all of which expenses shall not together exceed the sum of Twelve Hundred (\$1200.00) Dollars per year.

Fifth. That I will enter into proper covenants to protect and save harmless the Atlantic & North Carolina Railroad Company from all loss or damage that may arise on account of the negligence or torts of the lessees during the continuance of the said lease.

Sixth. That I will take all the supplies on hand at the time of the delivery of the property under the lease at the true market value thereof, and will pay therefor in cash or secure the payment of the same in such manner as the Atlantic & North Carolina Railroad Company may require.

Seventh. That I will keep and maintain the said railroad, rolling stock, and fixtures in good condition at all times during the continuance of the said lease, and at the termination of the said lease will return the said property to the Atlantic & North Carolina Railroad Company in relatively as good condition as when received.

Eighth. To secure the payment of the rentals above recited, and as well the due and proper performance of all the stipulations contained in said lease, I will deposit with the Treasurer of the State of North Carolina, or such other depository as may be agreed upon, One Hundred Thousand (\$100,000.) Dollars in United States bonds or North Carolina bonds, or such other bonds as may be agreed upon, and keep it on deposit during the term of this lease, or until such other arrangement is made as shall be satisfactory to the State of North Carolina and to the Atlantic & North Carolina Railroad Company; and in addition thereto I will enter into a covenant, to be made a condition in the said lease, that I will expend and apply, or cause to be expended and applied, to the permanent betterment of the road-bed, terminal facilities, and equipment of the said railroad, within the period of three years, beginning from the date

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of the delivery of the property to me under the lease, the sum of Two Hundred and Fifty Thousand (\$250,000.) Dollars.

I propose to organize under the laws of North Carolina a corporation to operate the said road under this lease, or to assign it to The Howland Improvement Company, a corporation already organized under the laws of this State, for the purpose of operation—I being now the President and the principal stockholder of the said Howland Improvement Company.

The form and details of the said lease to be settled by counsel.

Very respectfully,

RICHARD S. HOWLAND.

Upon the submission of the above propositions to lease the railroad the following "letter of instructions" from the Board of Internal Improvements is read by the State's Proxy, to-wit:

"I am directed by the Board of Internal Improvements to lay before the Stockholders of the Atlantic & North Carolina Railroad two propositions to lease the said road.

"That the Board of Internal Improvements desire me to vote for the lease, which is more satisfactory to the Private Stockholders.

"I accordingly present the "two leases" to you, and indicate to you my purpose to support that lease, which satisfies the Private Stockholders."

C. B. AYCOCK,

B. W. BALLARD.

The following Resolution is offered by E. C. Duncan, to-wit:

"Resolved that the proposition this day submitted by Richard S. Howland to lease, hire and farm out the Atlantic & North Carolina Railroad be, and the same is hereby accepted, and the Officers and Directors of this Company are hereby authorized, empowered, directed and instructed to take all such proper action as may be necessary to carry out this resolution according to its true intent and meaning, and that they cause to be prepared under the direction of Counsel a lease for the farming out, hiring and letting the said Railroad, with its privileges, rights of transportation, works and property, including among other things its superstructure, road-bed, right of way incident thereto, depots, warehouses, shops, piers, wharfs, water fronts, water privileges, buildings, fixtures, engines, cars, and railroad equipment, and all other things necessary, incident and appurtenant to the free, easy, and convenient operation of the railroad, and including the property situate in the town of Morehead City known as the Atlantic Hotel, with all of its rights, privileges and

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appurtenances, and the furniture, fixtures, equipment and appliances for a term of ninety one (91) years and four (4) months from this date, which said lease they shall cause to be executed and delivered to the Howland Improvement Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of North Carolina when and upon the performance by the Howland Improvement Company of the conditions precedent required by it, and particularly the deposit by it with the Treasurer of the State of North Carolina of the sum of One Hundred Thousand (100,000.00) Dollars or United States bonds or bonds of the State of North Carolina, or other marketable securities acceptable to the directors of this company and having a market value of not less than said sum, as security for the payment of the rentals, interest and charges and the performance of the conditions of said lease.

That upon said deposit being made and said lease executed the said directors and proper officers of this Company are authorized and directed to put the Howland Improvement Company into the possession of the Atlantic & North Carolina Railroad and its property, rights and franchises.

Pending a discussion of the resolution, C. E. Foy moves that an adjournment be taken to the fourth Thursday in September, next.

The motion to adjourn is lost.

C. E. Foy then asks that his protest be entered on the minutes against the lease of the road, and states that if the road is leased legal proceedings will be instituted to set the lease aside.

On motion of Henry R. Bryan, Jr., Chairman of the Proxy Committee, the Proxy Committee is allowed to amend their report as to the stock of C. M. Busbee, making the same 26 shares 8 votes, instead of 10 shares, 5 votes.

After considerable discussion a stock vote is ordered and taken on the resolution offered by Mr. Duncan, and the resolution is adopted by the following vote, to-wit:

For Resolution 893

Against Resolution..... 97

J. W. Grainger, State's Proxy, votes the State's stock of 350 votes for the resolution.

The resolution is declared adopted.

On motion of James A. Bryan a recess is taken to nine o'clock P. M.

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Pursuant to recess adjournment the meeting reassembles at nine o'clock P. M.

On motion of E. C. Duncan a recess is taken to eleven o'clock P. M.

Pursuant to recess adjournment the meeting reassembles at at eleven o'clock P. M.

On motion of Dempsey Wood a committee of two, consisting of Dempsey Wood and James A. Bryan, are appointed to revise the By-Laws and report at the next annual meeting of the Stockholders.

James A. Bryan on behalf of the Board of Directors reports back to the Stockholders the Consummated Lease for their ratification and approval.

On motion of Henry R. Bryan, Jr., the Lease is ratified and adopted by a stock vote of 1305 voting in favor thereof and 68 in opposition thereto.

The said Lease is thereupon duly signed, executed and delivered.

On motion of E. C. Duncan the meeting adjourns sine die.

GEORGE GREEN,	JOSEPH E. ROBINSON,
Secretary.	Chairman.

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TO THE

HOWLAND IMPROVEMENT COMPANY.

This indenture, made this the first day of September, A. D. 1904, by and between the Atlantic & North Carolina Railroad Company, a corporation incorporated by the State of North Carolina, party of the first part, and hereinafter called the Lessor, and the Howland Improvement Company, a corporation incorporated also by the State of North Carolina, party of the second part, and hereinafter called the Lessee, witnesseth:

That whereas, it is provided under section eighteen of the Act of the General Assembly of North Carolina, incorporating the Atlantic & North Carolina Railroad Company, "That the said Company may, when they see proper, farm out the right of transporation over said railroad, subject to the rules above mentioned, and the said Company and every person who may have received from them the right of transporation of goods, wares and produce on said railroad, shall be deemed a common carrier as respects all goods, wares and merchandise entrusted to them:"

And whereas, at a meeting of the Stockholders of the said Atlantic & North Carolina Railroad Company, held in the City of New Bern and adjourned over to and continued at Morehead City, in the said State of North Carolina, after due notice, on the first day of September, 1904, a proposition to lease the road, franchises, property, rights, privileges of every kind whatsoever, was made by R. S. Howland, a citizen of the City of Asheville, in the State aforesaid, for and on behalf of the Howland Improvement Company, the Lessee hereinbefore named, and the same was duly considered, and being so considered was submitted to a vote of the Stockholders of said Atlantic & North Carolina Railroad Co. and the same was approved by a majority of the private stockholders and the State of North Carolina, as provided in the Charter and the by-laws of the said Atlantic & North Carolina Railroad Company:

And whereas, it now seems to the Atlantic & North Carolina Railroad Company to be fit and judicious and to the advantage of the said Company to farm out its entire railroad, with all its franchises, rights of transporation, works, and property of every kind thereunto belonging and used and connected therewith, as hereinafter described, to the Howland Improvement Company, with the reservations hereinafter particularly set forth:

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Now therefore, for and in consideration of the several sums of money, rents, covenants, agreements, and stipulations hereinafter specified and agreed to be paid, kept, and performed by the Howland Improvement Company, the said Lessor, namely: The Atlantic & North Carolina Railroad Company, has demised, let, hired, farmed out, and delivered and by these presents doth demise, let, hire, farm out and deliver to the said Lessee, namely, the Howland Improvement Company, the entire railroad of the Lessor, with all its franchises, privileges, rights of transportation, works, and property, including among other things its superstructure, road bed, right of way incident thereto, situated in the State of North Carolina, and extending from Morehead City, in the County of Carteret, to the City of Goldsboro, in the County of Wayne, in the said State; and also all depots, houses, shops, piers, wharves, water fronts, water privileges, buildings, fixtures, engines, cars, and railroad equipment, and all franchises, rights and privileges and other things, if any, of whatsoever kind or nature to the said Lessor belonging, and necessary, incident, and appurtenant to the free, easy and convenient operation of the said railroad leased hereby and now or heretofore used in that behalf; and also including the property situated in the said Morehead City, known as the Atlantic Hotel, with all its rights, privileges, hereditaments and appurtenances, and the furniture, fixtures, equipments and appliances now therein or used therewith, and also all lands and interests in lands, timber, timber rights and contracts now owned by the Lessor, for the full term of ninety-one (91) years and four (4) months from and after the first day of September, 1904. and to be fully ended, commencing the first day of September, 1904.

And the said Lessor, for itself, its successors and assigns doth covenant and agree to and with the Lessee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is seized and possessed and entitled to the premises, property, rights, franchises, and privileges above conveyed in the estate and for the term demised, except as is hereinafter stated, and has good right, full power, and lawful authority to lease, farm out, convey and deliver the same in the form and manner aforesaid, and that the same are free and clear from all liens and encumbrances of whatever kind or nature soever, save and except the lien and encumbrances of a certain deed of trust or mortgage to secure certain coupon bonds of the said Lessor heretofore issued and now outstanding, and amounting to about Three Hundred and Twenty-five Thousand (\$325,000) Dollars; that the said Lessee, its successors and assigns, shall during the entire term aforesaid have and enjoy quiet, peaceful, and uninterrupted possession of all the property, rights, privileges, franchises, and estate hereinbefore leased and farmed

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out; and that the said Lessor and its stockholders and directors will not do anything or take any action as such stockholders and directors that may or can interfere in any way whatsoever with the free use and operation and conveyance of said railroad and other properties so hired, let, farmed out, and delivered to the said Lessee, according to the terms and intents of these presents.

And for and in consideration of such demising, letting, hiring, farming out, and delivery of said railroad, works, and property, including roadbed, superstructure, right of way, and all transportation, depots, houses, buildings, shops, fixtures, engines, cars, franchises, and privileges, and other things incident and appurtenant thereto, the Lessee doth covenant with and oblige itself to the Lessor to pay to it rent as follows:

From September 1st, 1904, to December 31st, 1904, the sum of Thirteen Thousand Four Hundred and Seventy-nine (\$13,479.00) Dollars, which shall be paid on or before the first day of February, 1905; and for and during the next succeeding twenty years, after the first day of January, 1905, the sum of Fifty-three Thousand Nine Hundred and Sixteen (\$53,916.00) Dollars annually, to be paid in equal installments of Twenty-six Thousand Nine Hundred and Fifty-Eight (\$26,958.00) Dollars each on the first day of July and first day of January in each of the said years; and for and during the next succeeding ten years, from and after the first day of January, 1925, the sum of Sixty-two Thousand Nine Hundred and Two (\$62,902.00) Dollars annually, to be paid in equal installments of Thirty-one Thousand Four Hundred and Fifty-one (\$31,451.) Dollars each on the first day of July and the first day of January of each of the said years; and for and during the next succeeding ten years, from and after the first day of January, 1935, the sum of Seventy-one Thousand Eight Hundred and Eighty-eight (\$71,888.00) Dollars annually to be paid in equal installments of Thirty-five Thousand Nine Hundred and Forty-four (\$35,944.00) Dollars each, on the first day of July and first day of January of each of the said years; and for and during the next succeeding ten years, from and after the first day of January, 1945, the sum of Eighty Thousand Eight Hundred and Seventy-four (\$80,874.00) Dollars annually, to be paid in two equal installments of Forty Thousand Four Hundred and Thirty seven (\$40,437.00) Dollars each, on the first day of July and the first day of January of each of the said years; and for and during the next succeeding ten years, from and after the first day of January, 1955, the sum of Eighty-nine Thousand Eight Hundred and Sixty (\$89,860.00) Dollars annually, to be paid in two equal installments of Forty-four Thousand Nine Hundred and Thirty (\$44,930.00) Dollars each, payable on the first day of July and the first day of January of each of the said years; and for the remainder of the said term the

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Lessee will annually pay the sum of One Hundred and Seven Thousand Eight Hundred and Thirty-two (\$107,832.00) Dollars, payable in equal installments of Fifty-three Thousand Nine Hundred and Sixteen (\$53,916.) Dollars each, on the first day of July and on the first day of January of each and every year until the expiration of the said term.

But it is expressly stipulated and agreed between the parties hereto that the Lessee shall not be liable for any rents until he shall have been put into actual possession of the property hereby demised.

And the said Lessee does further covenant to and with the said Lessor that it shall pay, in addition to the rental reserved as aforesaid, and as a part of the rent to be paid for the property herein described, all taxes lawfully imposed upon the said leased property or upon the franchises of the said Atlantic & North Carolina Railroad, or its income whether by the State of North Carolina or any County, City, Town, or Township thereof, or by the United States; all of such taxes shall be paid by the Lessee so as to entirely relieve the Lessor from payment of taxes of any nature whatever during the continuance of this lease, upon the property leased or upon the franchises of the Lessor, or its income from the leased property; and the said Lessee does further covenant to and with the said Lessor that it will pay, in addition to the rental reserved as aforesaid, and as a part of the rent to be paid for the property herein described, during the continuance of the said lease, the interest accruing on the present bonded indebtedness of the Atlantic & North Carolina Railroad Company, as the same falls due (but the Lessee shall not be in any manner liable for the payment of the principal of the said bonded indebtedness), provided, however, that the principal of the said bonded indebtedness does not exceed Three Hundred and Twenty-five Thousand (\$325,000) Dollars; and provided further that if the said indebtedness shall be refunded at any time during the continuance of this lease, the rate of interest shall be the lowest practicable rate at which the said refunded bonds can be sold at par; and the Lessee, its successors and assigns shall have the privilege of placing said refunded bonds at par, and the Lessee, its successors and assigns shall not be required or liable to pay on this account a greater rate of interest than that which the said refunded debt shall bear, and in no event shall the Lessee, its successors and assigns, be required to pay a greater rate of interest thereon than that which the said indebtedness now bears, to-wit, six per centum per annum.

And the Lessee doth further covenant to and with the Lessor, its successors and assigns, that it will keep, during the continuance of the said lease, the warehouses, depots, offices, shops, and other buildings now erected and used and necessary to the operation of the said railway, and also the Atlantic Hotel at Morehead City aforesaid, in-

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sured in some safe and reliable insurance Company or Companies lawfully doing business within the State of North Carolina, in the aggregate sum of not less than Sixty Thousand (\$60,000) Dollars, of which \$18,000 shall be on the Atlantic Hotel at Morehead City, until the balance of the purchase money hereinafter mentioned is paid.

And the Lessee doth further covenant to and with the Lessor, its successors and assigns, that it, the said Lessee, its successors and assigns, will, within three years from the delivery to it of the property hereby demised, expend and apply, or cause to be expended and applied, to the permanent betterment of the roadbed, terminal facilities, and the equipment of the said railroad the sum of Two Hundred and Fifty Thousand (\$250,000) Dollars.

And the Lessee doth further covenant to and with the Lessor, its successors and assigns, that it will keep the said railroad, road-bed, superstructure, depots, buildings, houses, shops, engines, cars, fixtures, and other property of every kind and part thereof, so hired, let, farmed out, and delivered, in equally as good condition and repair as the property is at the date of this lease, or to keep in the place of the same like things of equally good condition and repair; and to return at the end of the said term, or at other termination of the said lease, to the Lessor, its successors and assigns, the said railroad, road-bed, superstructure, depots, houses, buildings, shops, engines, cars, fixtures, and other property, and all and every part thereof, in like good condition and repair, or other property when any part of said property shall be worn out, destroyed, or abandoned, as good in quality and substance and in like good order and repair. The condition of the said railroad and property under this provision to be ascertained by examination and inspection by experts or their umpire, as hereinafter provided.

But there shall be no claim or liability during the continuance of this lease, or at its termination, by the Lessee, its successors or assigns, upon the Lessor, its successors or assigns, for any improvement of said property over the condition of the said property at the date of this lease, but all such improvements shall be and remain the property of the Lessor, its successors or assigns, subject to the provisions of the lease as hereinafter set forth.

And the Lessee further covenants to and with the Lessor, its successors and assigns, to indemnify and save harmless the said Lessor against and from any and all damages which may be recovered from or against it, according to law, by reason of any failure of the said Lessee, its agents, employees, successors or assigns, to perform in all things, or its or their violation of, their duties and obligations, whereby the Lessor may become liable to any party injured or sustaining injury in his or her person, reputation or prop-

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erty; and the Lessor, on its part, covenants to and with the Lessee that whenever any suit or action shall be instituted against it, the said Lessor, for any causes of action for which the Lessee would be liable to the Lessor under the terms of this lease, the Lessor will immediately give due notice and tender defense of such suit or action to the Lessee—such notice to be given to the resident agent of the Lessee at either of the following named places, to-wit, Morehead City, New Bern, Kinston, or Goldsboro, all in the State of North Carolina.

And Whereas, there is now in existence a contract between the owners of the one part, and the Lessor, of the other part, whereby the said owners have agreed to sell and convey to the Lessor the property in Morehead City known as the Atlantic Hotel, for the sum of about Fourteen Thousand (\$14,000) Dollars, and only a portion thereof, to-wit, about Two Thousand (\$2,000) Dollars has been paid, and the remainder is to be paid in successive annual installments of One Thousand (\$1000.00) Dollars each, with interest. The Lessee covenants that in addition to the rental agreed by it to be paid as hereinbefore set forth, and as a part of the said rental of the said demised property, it will pay the said installments yet remaining due upon the purchase of the said Atlantic Hotel property; *Provided*, however, it shall not be required and does not undertake to pay a greater sum than Twelve Thousand (\$12,000) Dollars and its interest, nor to pay this except in successive twelve annual installments. ~

And the Lessee doth further covenant to and with the Lessor, its successors and assigns, that it will, during the continuance of said lease maintain in the operation of said railroad a regular train service, both passenger and freight, at least equal to that which has been in operation for the twelve months prior to the execution of this lease, that it will not at any time during the continuance of the said term fix or establish rates on freight called local freight at a higher average price or rate from station to station than the average rate for local freight tariff as lawfully fixed and established by the Lessor at the time of the execution of this lease; and the rates for the transportation of passengers shall not exceed the local rates as lawfully fixed and established on the date last above made.

And to secure the prompt and faithful payment of the said rents and sums as above stipulated to be paid, and of all taxes payable on the demised railroad and property as herein provided, and the faithful performance of the covenants entered into herein by the Lessee, as herein set forth, the Lessee does covenant to and with the Lessor, its successors and assigns, that it will deposit and keep on deposit with the Treasurer of the State of North Carolina, or any such bank or banks, or other depository, as may be approved by the Directors of the Lessor, from year to year, and all the time

LEASE.

during the continuance of the said lease, the sum of One Hundred Thousand (\$100,000) Dollars in United States Bonds, or bonds of the State North Carolina, or other marketable securities acceptable to the Directors of the Lessor and having a market value of not less than said sum, which said deposit and security, or any equivalent for it which may be substituted therefor, may be applied by the Lessor to the satisfaction and discharge of any such sum of money so semi-annually due and remaining unpaid, or if any such taxes due and remaining unpaid, interest on funded debt of Lessor, or any judgment or judgments recovered in any court of the State or of the United States, when finally adjudicated, for any tort, wrong, injury, negligence, default, done, made, or permitted by the Lessee, its successors, assigns, employees, agents, or servants, for which the Lessor shall be adjudged liable, whether the Lessor is sued jointly with or separately from the Lessee, or any final judgment or judgments recovered by the Lessor against the Lessee for any other breach of this contract, provided that the Lessor shall have given to the Lessee a notice of the suit hereinbefore provided for; and in case of any application of said deposit or any part thereof for such purposes, then the Lessee shall renew the same from time to time, as often as such application of any such deposit may become necessary; but any and all bonds so deposited shall be deposited and held in such manner as to enable the Lessee, its successors or assigns, to receive the interest accruing thereon from time to time as the same shall become due and payable.

But if the Lessee, its successors or assigns, shall make default in the payment of the sum of money the Lessee has agreed to pay on the rental for the said railroad, as hereinbefore provided, for thirty days or more, after the same shall become due and payable, or if it shall make such default in the payment of any part thereof, or shall fail to pay all taxes lawfully levied and assessed against the Lessor, which by the terms of this lease it has agreed to pay for and on account of the party of the first part; or, if it shall fail to keep on deposit said sum of money or bonds as it has covenanted to do, or if it shall fail to keep the property enumerated insured as hereinbefore provided, then the Lessor shall, upon giving to the Lessee at least thirty days notice, have the right, should the Lessee still remain in default, to dispose of and apply the deposit to any unpaid rent or unpaid taxes, or unpaid insurance, or interest on funded debt of Lessor, or unpaid judgments lawfully rendered against the Lessor, which by the terms of this lease it has agreed to pay for and on account of the Lessor, and shall have the right to enter upon and resume possession of the said railroad and of the other property, rights, franchises, of every kind and description, and the term and estate of the Lessee herein shall at once cease and determine; *Provi-*

LEASE.

ded, however, this stipulation shall not be so construed as to abridge or discharge any of the said covenants which require and provide for the payment of such semi-annual rent, or for every part thereof, and for the payment of the other sums hereinbefore provided, and for the return of the said railroad and other property, according to the terms of such covenants at any termination of said term; and *Provided further*, that the same shall be so construed that the said Lessor shall be entitled to all the rent due at any termination of said lease, and to have the said road and other property of every kind returned as aforesaid, to the said Lessor, and any damage for any failure to so return the same.

It is further mutually agreed by and between the parties that a fair valuation and inventory of the said railroad and all and every part and parcel of the said other property shall be made and taken as soon as practicable, and before the first day of January next, after the execution of these presents, by two competent experts, one to be selected by the Lessor and the other by the Lessee, who shall, in case of disagreement, select an umpire, and the valuation and inventory so made and taken shall be finally established, kept, recognized, and acted upon at all times; and annually thereafter in the first week of October in each year, if the Lessor shall so require, a like valuation and inventory shall be made and taken by like competent experts and their umpire, to be chosen as aforesaid, and in case the said railroad and said property are not in like good condition and repair as provided in the covenants in that respect hereinbefore set out, then the Lessee may have until the first day of January next after such default so to make good said railroad and said other property; and the said party of the first part shall not have the right to enter and take possession of said railroad and other property for such default and breach of such covenant until the said first day of January next after such default; and not then on such account if said default in the meantime shall be repaired to the satisfaction of the said experts or their umpire.

It is further mutually agreed by and between the said parties that at any termination of said lease and term, whether by its own limitation or otherwise, the said railroad and all the said property of every kind whatsoever, shall be valued and an inventory thereof taken by like competent experts and their umpire, to be selected as aforesaid.

It is further mutually agreed by and between the said parties that if the said lease shall be determined otherwise than by its own limitation, the Lessor shall only be entitled to have the rent due at such termination thereof and the interest on the funded debt then accrued, and to have the said railroad and all and every part and parcel of said property returned to it, or damages for failure to do

LEASE.

so, and indemnity for any loss which may be sustained by reason of any default or neglect of the said Lessee as herein imposed.

And it is further mutually agreed by and between the parties that the Lessee, its successors and assigns, shall have leave to change any shops, tracks, houses, and other things, in such way as to promote the convenience of shipments of freight, travel, and the safety of the road and property, without charge to the party of the first part; and shall have also leave, without charge to the Lessor, to change the gauge of the said railroad track, but should it make such change, it shall restore the gauge to what it now is at the termination of the said lease if required so to do by the Lessor, its successors or assigns.

It is further mutually agreed between the parties that within ten days after the execution of these presents, an inventory and valuation shall be had and made of all supplies, fuel, and materials on hand or in store at the said date, and which has been paid for or which may hereafter be paid for by the Lessor, and the Lessee will purchase and take the said supplies, fuel, and material at the valuation so fixed and pay therefor within thirty days thereafter.

And the Lessee doth further covenant to and with the Lessor, its successors and assigns, that it will pay during the continuance of the said lease all the expenses of keeping alive the organization of the Atlantic and North Carolina Railroad Company; and will pay all expenses of inspection to be made from time to time by the experts herein mentioned; *Provided, however*, the maximum amount of such expenses of organization and inspection shall not in any one year exceed Twelve Hundred (\$1200.00) Dollars, and the Lessee does not assume and shall not be liable for any other or greater amount on this account.

And Whereas, it may be that the corporate existence of the Lessor may terminate under terms of the act incorporating it and the acts amendatory thereof, at a period prior to the time fixed for the expiration of the lease as hereinbefore provided, it is now mutually covenanted and agreed by and between the parties hereto that in the event there shall be such termination of the corporate existence of the said Lessor, then the Lessee shall have and enjoy its term and estate hereunder until such expiration of the corporate life of the Lessor; but, if the corporate existence of the said Lessor shall be continued by any means to a period equal to or beyond the period limited for the lease hereinbefore, or if the Lessor possesses the power under its present charter, then the Lessee, its successors and assigns, shall have and enjoy all the rights, benefits, estate, and interest which are or have attempted to be conferred upon it by this lease for the said term of ninety-one (91) years and four (4) months.

LEASE.

It is mutually agreed between the parties that the office furniture contained in the offices of the President and Treasurer, in the City of New Bern, belonging to the Lessor, are not included in this lease, but are retained by the said Lessor.

It is further agreed between the parties that all cash on hand and all bills and accounts receivable, due and payable to the Lessor, at the date this lease goes into effect, shall not pass by this conveyance; nor shall the Lessee be liable for any debts of the said Lessor at said date.

In Testimony Whereof, the Atlantic & North Carolina Railroad Company has caused these present to be signed in its name by its President, attested by its Secretary, and its corporate seal to be hereto affixed all by the order of its Stockholders and of its Directors in meetings duly called and held. And the Howland Improvement Company has caused its name to be hereto signed by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by the order of its stockholders and directors in meetings duly assembled, all on this the day and year first above written.

(Signed)

THE ATLANTIC & NORTH CAROLINA RAILROAD COMPANY,

Attest:

By JAMES A. BRYAN, President.

M. MANLY, Sec'y & Treas.

(Seal)

(Signed)

HOWLAND IMPROVEMENT COMPANY,

Attest:

By RICHARD S. HOWLAND, President.

WALTER B. GWYN, Sec'y.

(Seal)

LEASE.

NORTH CAROLINA, Craven County.

This is to certify that on the 1st day of September 1904, before me personally came M. Manly, Secretary of the Atlantic & North Carolina Railroad Company, with whom I am personally acquainted, who, being by me duly sworn, says that James A. Bryan is the President, and M. Manly is the Secretary of the Atlantic & North Carolina Railroad Company, the corporation described in, and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the board of directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the 1st day of September, 1904.

(Signed) ROBERT R. BOYD,
Notary Public.

(Seal)

NORTH CAROLINA, Craven County.

This is to certify that on the first day of September 1904, personally came Walter B. Gwyn, Secretary of the Howland Improvement Company, with whom I am personally acquainted, who being by me duly sworn, says that Richard S. Howland is the President, and Walter B. Gwyn, is the Secretary of the Howland Improvement Company, the corporation described in, and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was described thereto by the said President, and that said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the board of directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the 1st day of September, 1904.

(Signed) ROBERT R. BOYD,
Notary Public.

(Seal)

PROCEEDINGS.

NEW BERN, N. C., Sept. 22d, 1904.

The 50th Annual Meeting of the Stockholders of the Atlantic and North Carolina Railroad Company was held at the Company's Offices in New Bern, N. C., on Monday, September 22d, 1904.

The meeting was called to order by President James A. Bryan, who called L. G. Daniels to the chair, and C. L. Stevens and E. W. Rosenthal, as Secretaries.

The Proxy Committee, through its chairman, Henry R. Bryan, Jr., submitted the following report, which was read by Secretary, and on motion adopted, to-wit:

NEW BERN, N. C., Sept. 22d, 1904.

To the Stockholders of the Atlantic & North Carolina Railroad Co.

GENTLEMEN:—We your Proxy Committee beg to report that we have examined all of the Proxies presented to us and find the following stock to be represented in person and by Proxy:

County of Lenoir by Dempsey Wood	500	shares,	56	votes.
Dempsey Wood.....	2332	"	689	"
Jas. A. Bryan.....	230	"	141	"
W. H. Smith	5	"	3	"
W. H. Bagley	5	"	3	"
County of Craven by Jas. A. Bryan	1293	"	135	"
Henry R. Bryan, Jr.....	91	"	37	"
J. C. Parker.....	7	"	4	"
L. Harvey.....	7	"	4	"
L. G. Daniels.....	5	"	3	"
C. M. Busbee	26	"	9	"
County of Pamlico by D. B. Hooker	202	"	26	"
E. C. Duncan.....	18	"	7	"
R. W. Taylor.....	5	"	3	"
Total Private Vote.....	4726	"	1120	"
State of North Carolina by L. Harvey.....	12666	"	350	"
Total	17392	"	1470	"

Respectfully submitted for the Committee,

H. R. BRYAN, JR., Chairman.

PROCEEDINGS.

A majority of stock being represented the meeting was declared organized, and temporary organization made permanent.

President Jas. A. Bryan read his report, which was adopted and ordered spread upon the minutes.

The Committee appointed to revise By-Laws made its report through its chairman Dempsey Wood, as follows:

REPORT OF COMMITTEE TO REVISE BY-LAWS.

Whereas on account of the lease of the Atlantic and North Carolina Railroad and its property the service required of the different officers has been very much lessened and relatively changed. The stockholders of said corporation resolve:

1st. That section three (3) of the by-laws, with reference to the directors, be and the same hereby is amended by striking out the words "at least once in two months" in the first and second lines thereof, and inserting in their place the following: "twice in each year."

2nd. That section one (1) of the by-laws, with reference to the president, be and the same hereby is amended by striking out the figures \$1800 in the fourth line thereof and by inserting in their stead the figures \$100.

3rd. That the resolution of the stockholders at their annual meeting in 1902, fixing the salary of the president at \$2500, be and the same hereby is repealed.

4th. That so much of section four (4) of the by-laws, with reference to the duties of the president as requires him to see that monthly reports are made by the subordinates, and also requiring a report to the stockholders of a list of persons in the company's employment, and also as much of said section as provides an annual salary of \$1800 for the president and \$1200 for the secretary and treasurer, be and the same hereby is repealed.

5th. That section three (3) of the by-laws, with reference to secretary and treasurer, be amended by striking out the words, "over and above the sum of \$2000" in lines six and seven and the words "to the president a monthly account of all his transactions" lines nine and ten thereof.

6th. That section six (6) of the by-laws, with reference to secretary and treasurer, be amended by striking out the figures \$1200, in line two thereof, and by inserting instead thereof the figures \$300.

PROCEEDINGS.

7th., That section one (1) of the by-laws, with reference to committee of finance, be amended by striking out the word "quarterly" in lines five and six thereof and by inserting instead thereof the word "semi-annually."

We the undersigned committee, recommend the above as the amendments made desirable on account of the changed condition of the road on account of the Lease.

DEMPSEY WOOD,
JAMES A. BRYAN,
W. C. MUNROE,
Committee.

Sept. 22d, 1904.

Jas. A. Bryan offered resolution that by-law making proxy committee 24 be repealed, making proxy committee seven.

L. Harvey announced the appointment of the following Directors on the part of the State, to-wit:

James A. Bryan, of Craven County.
J. W. Grainger, of Lenoir County.
C. M. Busbee, of Wake County.
W. H. Bagley, of Wake County.
W. H. Smith, of Wayne County.
J. C. Parker, of Jones County.
R. W. Taylor, of Carteret County.
D. B. Hooker, of Pamlico County.

Upon motion of C. M. Busbee, the following were elected Directors on the part of the private stockholders:

E. C. Duncan, of Carteret County.
Dempsey Wood, of Lenoir County.
C. E. Foy, of Craven County.
Henry Weil, of Wayne County.

Upon motion of Dempsey Wood, the following Finance Committee was elected:

G. H. Roberts, W. L. Arendell, J. A. Meadows.

Upon motion of Dempsey Wood, the following were elected Proxy Committee:

H. R. Bryan, Jr., E. B. Hackburn, J. H. Potter, J. J. Baxter, Dr. Henry Tull, Simeon Wooten, W. L. Arendell.

Upon motion of R. W. Taylor, the meeting adjourned.

PROCEEDINGS.

After the stockholders meeting adjourned, the directors met and elected J. W. Grainger, of Kinston, President, and D. J. Broadhurst, of Goldsboro, Secretary and Treasurer of the Atlantic and North Carolina Railroad Company for the ensuing year.

L. G. DANIELS,
Chairman.

C. L. STEVENS,
E. W. ROSENTHAL,
Secretaries.

PRESIDENT'S REPORT.

NEW BERN, N. C., September 22nd, 1904.

To the Stockholders of the Atlantic & North Carolina R. R. Co.,

GENTLEMEN:—We beg to submit for your consideration this, the 50th Annual Report of the condition of your company for the fiscal year ending June 30th, 1904.

Your bridges, trestles and roadway have been kept in good and safe condition, your motive power has been maintained at a high standard, and your rolling stock has been kept in fairly good order.

Your roadway, while in every respect safe, needs more crossties, which will probably be supplied during the present year. The iron bridge across the Neuse, near Kinston, is too light for the present traffic and should be replaced by a heavier structure.

The permanent improvements mapped out for the year having been completed, the men employed upon them were discharged and the force reduced to the lowest point consistent with the safe and efficient conduct of the road.

Many improvements and betterments are still needed, and will undoubtedly be made by the progressive management into whose hands your property has just passed.

The need for more rolling stock, motive power and heavier rails, to which your attention was called in my last report still exists, and will, I predict, be quickly recognized and supplied by your Lessee.

Had the recommendations introduced in that report been heeded, I feel confident in saying that your road would, before to-day, have been upon a profitable basis and in a position that would have guaranteed an annual dividend equal to the rental which your Lessee is to pay, and I also venture the assertion that those members of your Company desiring returns upon their stock, having become satisfied as to the profitable future of their property, the question of a receivership would not have arisen, and the lease, probably, not have been made, but as they did not seem to the controlling power of sufficient importance to merit favorable consideration, the wise step on the part of those wishing to put it upon a paying basis, and to make it, as it was intended to be, a potent factor in the development of this section, was to lease it, and I have every reason to hope and believe that the transfer of its management from the control of your Company

PRESIDENT'S REPORT—Continued.

to that of The Howland Improvement Company, presages the dawn of a prosperity to this section that will bring its waste places into cultivation and gladness into the hearts of thousands of toilers along its line.

The Gross Earnings of your road have been..	\$331,332.80
Its Operating Expenses have been.....	\$221,820.17
Fixed Charges, Interest and Taxes.....	30,693.02 252,503.19

Leaving its Net Earnings	\$ 78,829.61
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Which have been expended as follows:

Permanent Improvements and Extra. Repairs	\$24,360.37
New Equipment, Machinery, &c	8,589.25
Real Estate and Woodland.....	8,929.96
Balance	36,950.03 \$78,829.61

Leaving Balance on Hand.....	\$ 36,950.03
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For a statement more in detail you are respectfully referred to the reports of the Auditor, Treasurer, Master Mechanic and Road Master.

In view of the many harsh criticisms upon the management of your property which have appeared in some of the public prints of the state, based upon the ex parte statements of certain men, strangers to truth and noted wherever known, for their mendacity, I have deemed it not inopportune to lay before you the subjoined statements of the earnings, operating expenses, and expenditures for betterments and improvements from June 30th, 1890 to June 30th, 1904 inclusive, covering a period of fifteen years, and embracing the administrations of four different managements, to-wit: those of Messrs. Chadwick, Hancock, Patrick and my own.

By reference to the statement covering the first ten years 1890—1899 inclusive of the period referred to, and embracing the administrations of Messrs. Chadwick, Hancock and Patrick, it will be seen that,

The Gross Earnings amount to.....	\$1,548,390.02
Operating Expenses, fixed charges.....	1,120,553.48

Leaving the Net Earning for 10 years	427,836.54
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Which was expended as follows:

For Betterments and Improvements	\$ 141,212.72
Dividends	215,632.00 356,844.72

Leaving a surplus during ten years of.....	\$ 70,991.82
or an average yearly surplus of \$7,099.18.	

Statement of Receipts and Disbursements for years 1890 to 1899 inclusive.

Year Ending June 30th	Gross Earnings	Operating Expenses & Fix. Chgs.	Net Earnings	Betterments and Improvem't.	Dividends.	Surplus	Deficit.
1890	\$ 132,122.61	\$ 104,459.63	\$ 27,662.98	\$ 11,919.66		\$ 15,743.32	
1891	156,225.01	99,822.00	56,403.01	23,505.88		32,897.13	
1892	159,375.28	109,189.84	50,185.44	21,762.73		28,422.71	
1893	165,501.00	111,635.01	53,865.99	10,058.79	35,950.00	7,857.20	8,729.52
1894	146,477.72	111,492.27	34,985.45	7,764.97	35,950.00		31,164.08
1895	136,526.21	110,396.80	26,129.41	21,349.49	35,944.00		
1896	140,656.53	108,895.03	31,761.50	7,360.29		24,401.21	
1897	149,435.56	111,770.97	37,664.59	2,013.82	53,916.00		18,265.23
Chadwick,	1,186,319.92	867,661.55	318,658.37	105,735.63	161,760.00	109,321.57	58,158.83
1898	174,507.87	118,883.09	55,624.78	8,659.51	35,907.00	11,058.27	
1899	187,562.23	134,008.84	53,553.39	26,817.58	17,965.00	8,770.81	
Hancock and Patrick	362,070.10	252,891.93	109,178.17	35,477.09	53,872.00	19,829.08	
Total for 10 Years	1,548,390.02	1,120,553.48	427,836.54	141,212.72	215,632.00	129,150.65	58,158.83
						58,158.83	
						70,991.82	

Per centage of Operating Expenses to Gross Earnings 57 per cent.

PRESIDENT'S REPORT—Continued.

By reference to the statement covering the last five years, 1901 to 1904 inclusive, that the road was in your possession or the period known as the Bryan Management, you will find that during those five years

The Gross Earnings were\$1,351,183.98
or within \$197,206.04 of the total Gross Earnings
of the ten peceeding years.

Operating Expenses, fixed charges were 1,028,486.62

Leaving the Net Earnings..... 322,697.36

or an average yearly surplus of \$64,539.47, being for the five years just \$105,139.18 less than they were for the preceeding ten years.

A further reference to the statement, which is made up from the books and vouchers in the hands of the Auditor and Treasurer will show you in detail every item to a penny for which that \$322,697.36 was expended.

The examining committtee sent by the Governor to investigate the mendacious charges made by parties connected with the receiver-ship and others, which with the aid of McBee's Attorney, W. W. Clark, of New Bern, they did most thoroughly, in their report to him, pronounce those books and accounts correct, and went out of their way to compliment the Treasurer upon the business-like manner and the exactness with which he kept them.

This statement taken, as stated above, from the books and vouchers in the offices of the Auditor and Treasurer, and made up by the Auditor in person, should be and is, to every right thinking man who prefers truth to falsehood, a full and complete refutation of the charges made against my administration and against me personally, and when sustained, as it is, by the testimony of expert accountants who at the instance of the State examined every book and voucher in their offices, and by the report of the Governor's Committee, should be convincing.

In order that you may better understand and more fully appreciate the business progress of your road during the last five years of your control under the management of the present Officers of your Company, I beg to call your attention to the subjoined statement of its annual earnings during that period.

As stated on a former occasion when in Sept. 1899 we first assumed its management, its earnings for that fiscal year ending June

PRESIDENT'S REPORT—Continued.

30th, were the largest in its history, to-wit:.....	\$187,562.20
For the year 1900 they were	218,165.96
“ “ “ 1901 “ “	240,544.93
“ “ “ 1902 “ “	257,032.70
“ “ “ 1903 “ “	304,107.59
“ “ “ 1904 “ “	331,332.80

Being an increase in 1904 over the earnings of 1899 of 143,770.60, or an annual average increase of \$28,754.12 during the five years of my administration.

The report made to the Governor upon the condition of the road in connection with the charges made by McBee and others, and purporting to be made by the Committee of Investigation, was, in reality, not the report of that Committee, but the report of three members of it only, it being signed by Messrs. R. T. Gray, W. T. Lee and Henry A. Page, Messrs. Beckwith and Ballard, the other two members, and who are also members of the Board of Internal Improvement, for reasons satisfactory to themselves, declined to affix their signatures to it, and Mr. Beckwith submitted a dissenting report. In regard to that report which reflected upon your directors as well as myself, any one caring to examine the testimony taken before the Committee will find that many of its statements are not sustained by the evidence, and we do not deem it essential to refute the many inaccuracies which it contains.

It is amply sufficient for us to state that, notwithstanding said report, and the many unfair and unjust newspaper criticisms, the Governor has seen fit, after full knowledge and investigation of all that has transpired to reappoint every member of your Board of Directors who are appointed by the State, except Mr. L. Harvey, whom he has promoted to the position of State Proxy.

This alone, is a sufficient refutation, and in every detail, a complete and comprehensive vindication.

I regret that upon an occasion like this I should have found it necessary to call your attention to matters pertinent to myself, but this being the last report that I shall make you as President of your company, my private affairs and the duties I have assumed in connection with the construction of another road requiring my almost undivided attention, I have selected this as the most opportune moment to do so, and with the allusions I have made above leave the whole matter in your hands.

I have conscientiously endeavored to discharge my full duty in the management of your property, and in every instance, have done what I thought best, with an eye single to your interest. As an evidence of my efforts I again point you to the fact that when I assumed its control five years ago, its greatest earnings for any one year,

PRESIDENT'S REPORT—Continued.

1899 were but \$187,562.20, whereas I leave it with its earnings during this, the last year of my administration, \$331,332.80, and to the further fact that its stock which was selling at \$20. to \$25. per share, now has a market value of \$65. to \$70. per share.

For these results, you are indebted not to me alone, but also to your Board of business-like Directors, to whose judgment and wise counsel I owe much of the success which has attended my administration.

On the first of this month, as you know, by a very large majority vote, you leased your property to The Howland Improvement Company, of which Mr. Richard S. Howland, of Asheville, is the progressive and enterprising President.

Inventories of supplies on hand, cars, engines, machinery, &c., are being taken, and Mr. Charles Dewey, of Goldsboro, who is looked upon as a thorough machinist and practical man of affairs, has been employed on the part of your Company to go over your road with the expert on the part of The Howland Improvement Company, and to make a report on the condition and value of your roadway, rails, warehouses, trestles, water tanks, piers, shops, machinery, cars, engines and all other property belonging to you, which when completed will constitute the basis of agreement as to values and conditions between you and your Lessee.

In leasing your property to The Howland Improvement Company, while there was, as was to be expected, some opposition to it, the impression is becoming general that your act was a wise one, and will result, in the near future, in the development and upbuilding of the entire section along its line, a condition much needed and long hoped for, but, until now, with but little prospect of realization.

The terms of the lease, in so far as they relate to the money rental are as follows:

Rent from September 1st, 1904, to December 31st, 1904.....	\$13,479.50
For the next succeeding 20 years, annually.....	53,916.00
“ “ “ “ 10 “ “	62,902.00
“ “ “ “ 10 “ “	71,888.00
“ “ “ “ 10 “ “	80,874.00
“ “ “ “ 10 “ “	89,860.00
For the remainder of the term, 31 years, annually.....	107,832.00

Making a total of 91 years and 4 months.

All of which is respectfully submitted,

JAMES A. BRYAN,
President.



REPORT OF FINANCE COMMITTEE.

To the Stockholders of the Atlantic & N. C. Railroad Co.:

We beg to submit the following report of Earning and Expenses of your Company at the close of the present year ending June 30th, 1904, as shown by the accounts of the Auditor.

Gross Earnings	\$331,332.80	
Fixed Charges		30,683.02
Extraordinary Expenses.....		41,879.58
Operating Expenses.....		221,820.17
Balance Net Profit		36,950.03
	\$331,332.80	\$331,332.80

Respectfully submitted,

G. H. ROBERTS, Chmn.
F. W. HUGHES,
T. A. GREEN,
B. W. CANADY,
J. A. MEADOWS,
Finance Committee.

REPORT OF FINANCE COMMITTEE.

To the Stockholders of the Atlantic & N. C. Railroad Co.:

We herewith submit the following report of the Financial Condition of your Company at the close of the present year ending June 30th, 1904, as shown by the books of the Treasurer.

The Cash Receipts, Disbursements and Balances are as follows:

CASH RECEIPTS AND DISBURSEMENTS

From June 30th, 1903, to July 1st, 1904.

RECEIPTS.	MONTHS.	DISBURSEMENTS.
42,007.55	July .....1903	51,198.59
47,890.94	August "	46,850.06
41,014.79	September "	40,245.78
48,590.26	October "	39,041.75
47,804.72	November "	50,055.81
36,224.67	December "	39,775.93
39,011.43	January .....1904	45,321.74
38,562.84	February "	44,993.91
4,218.97	" "	
23,817.71	March "	13,170.69
32,564.55	" "	38,193.40
52,144.75	April "	8,635.45
	" "	42,598.56
41,924.78	May "	44,143.59
2,603.64	June "	121.80
33,605.71	" "	24,768.95
531,987.31	..... Total	526,115.51
12,259.21	Balance, June 30, 1903 | Balance, June 30, 1904	18,131.01
\$ 544,246.52	.....Grand Total.....	\$ 544,246.52

Respectfully submitted,

G. H. ROBERTS, Chmn.

F. W. HUGHES,

T. A. GREEN,

B. W. CANADY,

J. A. MEADOWS,

Finance Committee.

ATLANTIC & NORTH CAROLINA R. R. CO.,

TREASURER'S OFFICE,

NEW BERN, N. C., Sept. 21, 1904.

*To the President and Directors of the Atlantic & North Carolina
Railroad Company,*

GENTLEMEN :—

I have the honor to submit to you herewith the annual statements of the Receipts and Disbursements by the Atlantic & North Carolina Railroad Company for the fiscal year ending 30th June, 1904 and the financial condition of the Company.

Accompanying the statement is a list of the Officers and Employees of the Company at the close of the fiscal year, and a list of the Stockholders up to and including the 23th day of August, 1904.

Very Respectfully,

M. MANLY,
Sec'y & Treas.

Dr. M. MANLY, Treasurer, in Account with the

Balance, June 30th, 1903.....		\$ 12,259.21
1903-1904 Cash received during fiscal year ending June 30th, 1904, as follows:—		
From Agents	\$359,688.65	
" Conductors	8,730.81	
" Southern Express Co.....	21,683.50	
" U. S. Mail	8,751.44	
" Sale Old Material.....	1,515.55	
" Rents	610.81	
" Note discounted	79,000.00	
" Gen. Frt. and Pass. Agent...	16,419.75	
" A. C. L. Freight Traffic	8,669.55	
" Atlantic Hotel.....	5,711.97	
" Miscellaneous	21,205.26	531,987.31

\$ 544,246.52

Atlantic & North Carolina Railroad Company.

Cr.

1903-1904 Cash paid General Officers	\$ 6,124.98	
" " Shop Hands.....	45,528.34	
" " Sec. road & bridge hands	27,615.45	
" " Station Agents & Hands	30,097.01	
" " Train Hands.....	10,384.67	
" " For Wood	33,037.70	
" " For Cross Ties	5,428.85	
" " Bl'ks, Stat'ny & Printing	2,652.42	
" " Legal Expenses.....	2,763.78	
" " Taxes-State, Co. & Mun.	9,292.58	
" " Directors and Fin. Com.	800.00	
" " Coupons	19,500.00	
" " Interest	2,389.73	
" " Judgments	600.00	
" " Insurance	2,112.07	
" " Stock Killed.....	974.93	
" " Steel Rails.....	5,793.44	
" " Atlantic Hotel.....	21,730.71	
" " Notes	85,000.00	
" " Current Vouchers	214,289.05	526,115.51
Cash on hand June 30th, 1904		18,131.01
		<hr/>
		\$ 544,246.52

TREASURER'S REPORT.

To Capital Stock, authorized	\$1,800,000.00
Less " " not issued	2,800.00

To Capital Stock outstanding	\$1,797,200.00
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CURRENT ASSETS.

Due from Agents of this Company (Auditor)	\$15,159.86
" " Other R. R. and S. S. Companies, (Auditor)....	12,253.57
" " Individuals, (Auditor).....	444.78
" " U. S. for Transportation of Mail	2,191.36
" " Southern Express for Transportation of Mdse ...	1,673.70
Material and Supplies on hand, Shops	\$21,981.93
Wood.....	9,714.47
Ties.....	180.00
Cash on hand June 30th	18,131.01
	<hr/>
	\$ 81,730.68

CURRENT LIABILITIES.

Not including Bonded Debt \$325,000.00.

Interest on First Mortgage Bonds	\$ 9,750.00
Bills Payable, Notes discounted.....	23,000.00
" " Acme Machine Works Co.....	\$ 1,780.78
" " Atlantic Hotel, (purchase).....	12,000.00
" " J. H. Hackburn, (Real Estate)...	2,000.00
" " Hardie Tynes Co., Hotel lighting	379.00
" " J. J. Wolfenden for woodland	91.00
Accounts payable, open account (Vouchers).....	9,991.28
Proportion of Taxes due.....	685.64
Due to other R. R. and S. S. Companies, (Auditor).....	4,444.30
Due to Agents of this Company, (Auditor)	21.74
Due to Individuals, (Auditor).....	442.11
Wages due Employees for month of June, (Pay Roll)....	8,511.80
Dividends not called for	1,799.00
Excess of Current Assets over Current Liabilities.....	6,834.03
	<hr/>
	\$ 81,730.68

LIST OF OFFICERS AND EMPLOYEES

—OF THE—

ATLANTIC & NORTH CAROLINA RAILROAD COMPANY

30th June, 1904.

	Per Annum
J. A. BRYAN, President.....	\$2,500.00
M. MANLY, Secretary and Treasurer	1,200.00
	Per Month
S. L. DILL, G. F. and P. Agent and Gen. Supt.....	\$125.00
M. L. WILLIS, Anditor	75.00
B. A. NEWLAND, Master of Transportation	100.00
J. A. Bryan, Director appointed by the State, }	
C. M. Busbee, " " " " " }	
W. H. Smith, " " " " " }	
L. Harvey, " " " " " }	
J. C. Parker, " " " " " }	
T. W. Denny , W. H. Bagley, " " " " " }	
R. W. Taylor, " " " " " }	
D. B. Hooker, " " " " " }	
C. E. Foy, Director elected by the Stockholders, }	
E. C. Duncan, " " " " " }	
Henry Weil, " " " " " }	
Dempsey Wood, " " " " " }	
G. H. Roberts, Ch. Fin. Com. elected by Stockholders, }	
F. W. Hughes, " " " " " }	
J. A. Meadows, " " " " " }	
B. W. Canady, " " appointed by Directors, }	
T. A. Green, " " " " " }	
	Pay of Directors and Finance Committee \$5. per day attending meetings.
	Per Mo.
H. L. Finlayson, Soliciting Agent	\$ 10.00
H. P. Dortch, Soliciting Agent	75.00
C. D. Lane, Ticket Agt. at New Bern and Tel. Operator....	50.00
H. B. Chestnut, Clerk in General Office.....	50.00
J. F. Gearge, Clerk in General Office.....	50.00
E. A. Gulley, Clerk in General Office	50.00
J. C. Lewis, Clerk in General Office and Train Dispatcher..	95.00
J. H. Green, Master Mechanic	120.00
J. P. C. Davis, Agent at New Bern	75.00
E. W. Chadwick, Assistant Agent at New Bern	60.00
Henry B. Lane, Clerk at New Bern	50.00
S. B. Moore, Clerk at New Bern.....	40.00
J. W. Massey, Tel. Operator	30.00
J. J. Broadhurst, Agent at Goldsboro	75.00
E. Powell, Assistant Agent at Goldsboro	40.00
J. E. Stanly, Yardmaster.....	40.00
A. L. Thompson, Clerk at Goldsboro	40.00
J. L. Royall, Ticket Agent at Goldsboro.....	12.00
I. W. Graham, Agent at LaGrange.....	60.00

LIST OF OFFICERS AND EMPLOYEES.

	Per Month
Horace West, Agent at Kinston	60.00
H. H. Grainger, Assistant Agent at Kinston.....	60.00
D. A. Measley, Agent at Dover	45.00
H. C. Wooten, Clerk at Kinston	50.00
B. S. Guion, Clerk at New Bern Freight	60.00
S. H. Lane, Clerk at New Bern Freight	50.00
T. Newland, Shifter at New Bern.....	40.00
M. A. Hill, Agent at Cove.....	25.00
C. A. Bell, Agent at Newport	30.00
W. M. Lewis, Clerk at Morehead City, Pier 1	40.00
A. H. Webb, Jr., Agent at Morehead City, up town.....	50.00
O. Ipock, Telegraph Operator at Dover.....	20.00
B. Wetherington, Agent at Tuscarora	25.00
J. E. May, Agent at Best's, 10 per cent. on Frt. Rec'ts & Tkt. sales.	
I. Dawson, Agent at Falling Creek, 10 per cent. on Freight receipts.	
J. P. Kelly, Agent Caswell.....10 per cent. on Freight receipts.	
A. D. Tisher, Agent at Riverdale.....10 per cent. on Ticket sales.	
N. C. Williams, Agent at Croatan.....10 per cent. on Ticket sales.	
J. H. Hunter, Agent at Havelock.....10 per cent on Ticket sales.	
W. C. Murdock, Agent at Wildwood....10 per cent. on Ticket sales.	
	Per Month
J. B. Davis, Conductor.....	\$ 60.00
D. R. Williams, Conductor.....	60.00
C. K. Hancock, Conductor.....	60.00
E. C. Bizzell, Conductor.....	60.00
W. K. Hinnant, Conductor	60.00
E. B. Royall, Baggage Master at Goldsboro	5.25
Chas. Simpson, Baggage Master on Mail Train.....	30.00
John Stanly, Night Watchman Goldsboro	30.00
C. W. Bell, Night Watchman at New Bern.....	30.00
J. C. Thomas, Night Watchman at New Bern.....	30.00
E. H. Hardison, Night Operator at New Bern.....	40.00
N. Case, Yardmaster at New Bern.....	35.00
	Per Diem
J. W. Fulford, Flagman	1.00
D. W. Davis, Sunday Watchman at Morehead City station ..	.75
	Per Month
C. D. Duncan, Engineer	\$100.00
W. P. Marshall, "	100.00
W. B. Sanford, "	95.00
J. H. Neal, "	100.00
P. M. Prior, "	100.00
W. M. Pettway, "	100.00
R. M. Flowers, "	95.00
N. H. Russell, "	100.00
G. W. Meredeth, "	95.00
E. K. Bryan, Time Keeper.....	50.00

LIST OF OFFICERS AND EMPLOYERS.

	Per Diem
J. N. Charlton, Engineer	\$ 3.16
J. W. Harper, Machinist.....	2.50
G. L. Case, "	2.50
H. T. Springle, "	2.00
J. C. Scales, Blacksmith.....	2.50
J. B. Aldridge, Moulder	2.00
W. I. Perry, Car Inspector	1.75
D. R. Fulford, Pattern Maker	2.50
Carl Kano, Carpenter.....	2.25
J. Willis, Tinner	2.00
J. R. Whitehead, Boiler Maker	3.00
H. Scales, Blacksmith.....	2.00
J. D. Whitford, Engineer.....	2.25
T. H. Green, Machinist.....	2.50
W. H. Hancock, Carpenter.....	2.00
T. E. Marshall, "	1.65
W. E. McKay, "	2.00
D. W. Harper, "	2.25
J. P. Harper, "	2.00
W. E. Gaskins, "	1.75
J. P. Lewis, "	2.00
F. J. Hardison, "	1.50
O. M. Banks, "	2.35
W. B. Parker, "	1.50
J. D. Riddle, "	2.25
S. C. Ezzell, "	2.00
Henry Winfield, Blacksmith.....	2.00
J. B. Congdon, Machine Man	2.35
W. Fulford, Painter	1.50
A. M. Franklin, Painter.....	1.75
A. McDermond, Car Inspector, Goldsboro.....	1.60
	Per Month
W. T. Pelletier, Section Master No. 1.....	35.00
W. L. Oglesby, " " " 2.....	35.00
L. B. Daniels, " " " 3.....	35.00
J. W. Bullock, " " " 4.....	35.00
F. C. Ipock, " " " 5.....	35.00
Walter Glover, " " " 6.....	35.00
H. F. Boney, " " " 7.....	35.00
I. F. Lane, " " " 8	35.00
W. M. Merrett, " " " 9	35.00
T. H. Pigford, " " New Bern Yard	40.00
W. F. Carlisle, Road Master.	75.00
I. N. Riggs, Pumping and Bridge Watching.....	16.50
S. G. Parker, " " " "	20.00
C. H. Squires, Trent River " "	25.00
Wm. Coaker, Neuse River " "	15.00
W. C. Coward, Foreman Trestle Force.....	60.00
A. W. Cook, Foreman Carpenter Force.....	60.00
J. J. Jones, Foreman Extra Force.....	45.00

In addition to above, 141 persons are employed as clerks, road hands, firemen, train hands, apprentices, pump hands and laborers.

LIST OF STOCKHOLDERS

—OF THE—

ATLANTIC & NORTH CAROLINA RAILROAD COMPANY

August 25th, 1904.

NAME.	S.	V.	NAME.	S.	V.
Abbott, S. H.....	2	1	Bryan, C. S., Tr. M. S.	3	2
Andrews, A. B.....	1	1	“ “ “ M. N.	3	2
Archer, Jennie P.....	2	1	Buck, Fannie A.....	1	1
A. C. L. Co. of Conn....	8	4	Busbee, F. H.....	1	1
Arendell, B., Estate of..	1	1	“ C. M.....	26	9
“ M. F., Est. of.	5	3	Branson, Clara S.....	2	1
“ W. L.....	1	1	“ Mrs. W. H....	1	1
Abernethy, C. L.....	1	1	Blades, W. B.....	1	1
Barrow, C. P.....	1	1	Boyette, Frank.....	2	1
Batchelor, J. B.....	1	1	“ Lula V.....	1	1
Battle, R. H.....	1	1	Baxter, J. J.....	1	1
Bell, C. C.....	1	1	Britt, W. G.....	1	1
“ Mary F.....	1	1	Bagley, W. H.....	5	3
“ Stancil C.....	1	1	Briggs, Willis G.....	2	1
“ W. S. Jr.....	1	1	Brooks, F. F.....	1	1
Best, M. J.....	1	1	Caho, W. T.....	1	1
Biddle, J. W.....	2	1	Canady, B. W.....	1	1
Bizzell, J. W.....	1	1	Carmer, Annie E.....	1	1
“ J. S.....	6	3	Carraway, J. R. B.....	1	1
“ K. E.....	1	1	“ Katie L. ...	1	1
“ M. E.....	1	1	“ L. E.....	1	1
Boney, D. E.....	1	1	“ J.R.B., Tr.R	1	1
“ G.....	1	1	“ J. E.....	3	2
“ G. J.....	1	1	Carrow, S. J., Estate of	1	1
“ W. J.....	1	1	Chapin, Wm. H., Est. of	1	1
Borden, E. B.....	6	3	Charleton, G. W., Est. of	1	1
“ Jno. L.....	3	2	Clark, C. C.....	1	1
“ W. H.....	1	1	“ H. J. B., Est. of.	1	1
Bowden, W. B.....	1	1	“ W. W.....	1	1
Bray, Alice E.....	1	1	Cobb, W. H., Jr.....	1	1
Brock, R. M.....	1	1	Collier, Wm. O., Est. of	1	1
Brown, T. B.....	1	1	Cox, Albert G.....	1	1
Bryan, A. McW.....	12	6	“ E. F.....	1	1
“ Charles S.....	12	6	“ Eliza H.....	1	1
“ Henry R.....	1	1	“ James G.....	1	1
“ Henry R., Jr....	2	1	“ James W.....	2	1
“ James A.....	15	6	“ Mary Ann.....	1	1
“ J. R.....	10	5	Crawford, W. W.....	3	2
“ James W.....	1	1	Crabtree, C. W.....	2	1
“ Mary S., Est. of	1	1	Cronly, R. D.....	3	2
“ Mary W., Est. of	8	4	Cutler, Addie H.....	12	6
“ Octavia W. Estof	1	1	“ B. B.....	1	1
“ Washington.....	34	10	“ L. H.....	9	5
“ C. S., Tr.G.McW	3	2	“ “ Tr. L. H. Jr.	1	1

LIST OF STOCKHOLDERS—CONTINUED.

NAME.	S.	V.	NAME.	S.	V.
Cutler, Fannie.....	2	1	Duffy, Walter, Est. of ..	1	1
“ Laura D.....	1	1	“ Chas 2	2	1
Cuyler, Agnes 12	6		“ Sophia B 5	3	
“ Emily P..... 17	7		Duncan, J. A 5	3	
“ John P 37	10		“ W. B 10	5	
“ Mississippi 14	6		“ E. C 18	7	
Chadwick, Annie D..... 1	1		“ “ Tr..... 22	8	
“ M. F..... 10	5		“ “ “ E.C., Jr. 21	8	
“ Mabel..... 10	5		“ “ “ C.L., Jr. 34	10	
“ W. W 10	5		“ “ “ W.B., Jr. 33	9	
“ W. S..... 10	5		“ “ “ Julius .. 7	4	
“ L. B 5	3		“ “ “ F. 8	4	
Collins, Plato..... 1	1		“ D. J 5	3	
Daniels, J. W 1	1		“ Thos..... 8	4	
“ Mary C..... 1	1		“ A. C..... 8	4	
“ Ruby B..... 1	1		“ J. L 8	4	
“ Thomas 5	3		Dunn, B. R..... 5	3	
“ L. G 5	3		“ E. C..... 6	3	
Darden, Joseph..... 1	1		“ Henry 1	1	
Davis, A. C., Jr..... 5	3		“ Janie B..... 5	3	
“ Geo..... 40	10		“ John..... 1	1	
“ James C..... 1	1		“ Mary J..... 5	3	
“ J. Henry 1	1		“ Wm..... 1	1	
“ John D..... 1	1		“ Willia A..... 5	3	
“ Mollie D..... 1	1		“ S. W 1	1	
“ D. R 5	3		Daugherty, J. E..... 1	1	
Dean, W. H 1	1		Edgerton, J. B..... 12	6	
Dees, George 1	1		Edwards, John W 3	2	
“ J. T..... 2	1		Ellington, Ethel J 1	1	
Dewey, Charles..... 5	3		Erwin, Cora A 12	6	
“ C., Tr. E. M... 1	1		“ G. P., Exr 41	10	
“ “ “ G. S.... 1	1		Fairbairn, Thos. Est. of 2	1	
“ “ “ T. A... 1	1		Eaircloth, Eveline 17	7	
“ “ “ Hattie.. 1	1		“ Jas. B., Est. of 1	1	
“ “ “ Hannah 1	1		Fidelity Bank..... 2	1	
Dill, J. R..... 1	1		Fields, John Jr 1	1	
“ Samuel L 1	1		“ Mrs. Bettie..... 1	1	
“ W. F 1	1		“ Lillian..... 1	1	
Divine, A. E..... 3	2		“ Bernice 1	1	
“ J. F 12	6		“ Wheeler Martin. 1	1	
“ J. S 3	2		Fife, W. P..... 1	1	
“ M. E 3	2		Finley, Charles B 1	1	
“ M. W..... 3	2		Finlayson, H. L 1	1	
“ S. A..... 3	2		“ Hattie L 1	1	
“ V. Stella 3	2		Fonveille, I. B 1	1	
“ W. C 3	2		Fort, W. B..... 1	1	
Dixon, George 3	2		Foust, J. H 5	3	
“ D. V..... 1	1		“ M. A 1	1	
Dortch, H. P 1	1		Foy, Agnes C..... 10	5	
“ Isaac F., Ex... 1	1		“ A. E 6	3	
“ W. T..... 5	3		“ A. G 4	2	
Duffy, F. S.. 1	1		“ Claudius B..... 10	5	
“ Walter 1	1		“ C. E 62	12	

LIST OF STOCKHOLDERS—CONTINUED.

NAME.	S.	V.	NAME.	S.	V.
Foy, Chas. H.....	3	2	Hancock, R. D.....	1	1
“ D. F.....	1	1	Hanff, John F., Estate of	1	1
“ F. A.....	1	1	Hanks, J. B.....	1	1
“ H. A.....	1	1	Harper Henry D.....	1	1
Frankenfield, H. G.....	1	1	Hadley, Maud W.....	1	1
Franklin, J. R., Est. of.	1	1	Harrison, J. M.....	1	1
Fulford, W. B.....	1	1	“ M. E.....	3	2
Finch, K. S.....	47	10	Hart, Horace.....	1	1
Garner, L. A.....	2	1	Hartsfield, J. L.....	1	1
“ Samuel M.....	1	1	Harvey, C. F.....	1	1
Gaskins, N. B.....	1	1	“ Chas. Felix....	1	1
Gaskill, Joseph.....	10	5	Haskitt, J. P.....	1	1
Gibson, P. H.....	3	2	Hatch, G. K.....	1	1
Giddens, L. D.....	1	1	“ Jas. R.....	1	1
“ R. J.....	1	1	Hay, Robert C.....	2	1
Gordon, J. W.....	1	1	Heartt, Leo D.....	3	2
Grainger, Henry.....	1	1	Henderson, Carrie and }	1	1
“ H. F., Est. of	1	1	Osgood, Hannah.... }		
“ J. W.....	5	3	Henry, Walter.....	1	1
Grantham, D. A.....	1	1	“ David P.....	1	1
“ J. M.....	1	1	“ Emma J.....	1	1
Granger, W. P.....	1	1	Herring, Wm. I.....	1	1
Gray, C. L.....	3	2	Hill, Isaac S., Estate of	1	1
“ J. E.....	1	1	“ John B.....	1	1
“ M. A.....	1	1	“ W. F.....	1	1
“ T. D.....	1	1	Hilton, Daniel.....	1	1
Green, John C.....	1	1	Hinsdale, E. E.....	3	2
“ T. A.....	9	5	“ J. W.....	6	3
“ George.....	1	1	“ Jamuel J., Jr.	1	1
“ “ Tr. G. G. Jr.	1	1	Hodges, J. M.....	1	1
“ “ “ A. D. G.	1	1	“ F. R.....	1	1
“ T. A., tr. W. H. G.	5	3	Hollowell, J. M.....	1	1
Grimsley, W. P., Est. of	5	3	Holman, S. W.....	1	1
Grist, Franklin R.....	16	7	“ W. C.....	1	1
Guess, W. W.....	1	1	Horne, A.....	1	1
Guion, O. H., Tr. Rodman	1	1	Haskins, B. J.....	1	1
“ “ “ J. A.....	1	1	Howard, George.....	6	3
“ “ “ P. R.....	1	1	“ J. J.....	2	1
“ “ “ O. H. Jr.	1	1	Hughes, J. B.....	27	9
“ “ “ L. R.....	1	1	“ F. W.....	2	1
“ Mrs. Pattie R.....	3	2	Humphrey, L. W., Est. of	1	1
“ O. H.....	15	6	Hunter, Wm.....	1	1
Gulley, L. D.....	5	3	“ J. H.....	3	2
Griswold, W. J.....	1	1	Hurt, D. W.....	1	1
Grady, N. H.....	5	3	Hutchinson, Chas. G....	1	1
“ Ora B.....	5	3	“ Henry H.....	1	1
Hackburn, E. B.....	1	1	“ John.....	2	1
Hahn, J. L.....	1	1	“ John, Jr.....	1	1
“ M.....	3	2	“ Maria S.....	1	1
Hall, A. E.....	2	1	“ W. B.....	1	1
“ W. G., Estate of..	1	1	Hyatt, John.....	1	1
Hancock, F. W.....	1	1	Hyman, T. B.....	1	1
“ Robert.....	1	1	Harvey, L.....	7	4

LIST OF STOCKHOLDERS—CONTINUED.

NAME.	S.	V.	NAME.	S.	V.
Hutton, P. C.....	1	1	Loftin, S. H.....	5	3
Haywood, Ernest.....	5	3	Long, Wm. S.	4	2
Hewitt, T. D.....	1	1	Mallison, T. H.....	2	1
Holt, Thos. J.....	2	1	Manly, Matt.....	1	1
“ Wm. P.....	2	1	“ A. H.....	5	3
“ S. I.....	1	1	Marks, M. M.....	1	1
“ Richard R.....	1	1	“ O.....	1	1
“ Wm. N.....	1	1	“ “ Tr. H. B. M..	1	1
Ipock, W. G.....	1	1	“ “ “ H. L.....	1	1
Ireland, David.....	1	1	“ “ “ B. E.....	1	1
Isler, Stephen W.....	1	1	“ Mrs. Fannie....	1	1
Ives, Geo. N.....	1	1	“ Ella R.....	1	1
“ C. L.....	1	1	Martin, H. P.....	1	1
Jackson, H. W.....	1	1	McCain, D.....	1	1
“ Jesse.....	1	1	McCoy, Fred, Estate of.	2	1
“ J. Q.....	1	1	“ W. S., Estate of	1	1
Jarvis, T. J.....	1	1	McDowell, Chas. S.....	2	1
Jerman, B. S.....	2	1	McGowan, J. C. and S. F	1	1
Johnson, Alex.....	5	3	“ J. S.....	4	2
Jones, Harry.....	1	1	Meador, S. C.....	4	2
“ T. W.....	1	1	Meadows, E. H.....	2	1
“ W. G.....	1	1	“ J. A.....	6	3
“ J. B.....	1	1	Metts, Sarah E.....	1	1
“ C. D.....	8	4	“ W. P.....	1	1
Joyner, Addie N.....	1	1	Mewborne, Jno. F.....	5	3
“ J. Y.....	3	2	Mewborn, T. W.....	1	1
“ John.....	3	2	Miller, Alex., Jr.....	1	1
“ Laura.....	1	1	“ A. R.....	1	1
“ Lucy J.....	1	1	“ J. F.....	1	1
Keeler, Thos. P., Est. of	1	1	“ Martha.....	1	1
Kennedy, A. T., Est. of	1	1	Mitchel, S. E. Est. of...	1	1
“ J. L.....	1	1	Moore, R. W.....	1	1
“ W. L.....	5	3	“ W. H.....	1	1
Kinsey, R. B.....	1	1	Morehead, J. Lathrop ..	12	6
Kirby, G. L.....	2	1	“ L. L.....	23	8
“ Mary E.....	1	1	“ M. W.....	12	6
Kline, Chas. D.....	1	1	Moye, Macon, Estate of.	1	1
Kornegay, Mrs. D. O...	1	1	Murdoch, Wm. A.....	3	2
“ G. E.....	1	1	Mace, W. A.....	8	4
“ W. P.....	1	1	Moseley, H. E.....	1	1
Koonce, John D.....	10	5	Nason, Adelbert M.....	1	1
Lassitter, Jesse M.....	1	1	Nelson, M. D.....	6	3
“ Stephen.....	1	1	Nichol, Susan C.....	1	1
Latham, C. H., Est. of.	1	1	Noble, A. M.....	1	1
“ Julia A.....	1	1	“ Izzariah.....	1	1
“ S. W.....	5	3	Norwood, Geo. A., Jr...	2	1
“ J. E.....	1	1	Oettinger, Abe.....	1	1
Lane, B. F.....	2	1	“ Bros.....	1	1
Lathrop, M. A.....	12	6	“ David.....	1	1
Lee, Henry.....	1	1	“ “ Tr. H. O.	1	1
Lodge, Euphemia, Est. of	1	1	“ “ “ B. O.	1	1
Loftin, Elijah P.....	1	1	“ “ “ A. O.	1	1
“ Joel.....	1	1	“ “ “ M. O.	1	1

LIST OF STOCKHOLDERS—CONTINUED.

NAME.	S.	V.	NAME.	S.	V.
Oettinger, D., Tr. L. O.	1	1	Richardson, Eleanor S..	2	1
“ “ “ F. O.	1	1	“ H. V., Est. of	1	1
“ “ “ E. O.	1	1	“ W. F.	1	1
“ “ “ D. O.	1	1	“ G. V.	1	1
“ “ “ E. O.	1	1	Rixford, George C.	1	1
“ “ “ C. O.	1	1	Roberts, F. C.	1	1
“ “ “ C. O.	1	1	“ G. H.	1	1
“ “ “ L. O.	1	1	“ “ Trustee..	5	3
“ “ “ J. O.	1	1	“ H. J.	1	1
“ “ “ M. O.	1	1	“ L. C.	1	1
“ “ “ L. O.	1	1	Robinson, G. J. ...	1	1
“ “ “ E. O.	1	1	“ James J.	1	1
“ “ “ W. E.	1	1	Rosenthal, Joe.	5	3
“ “ “ C. E.	1	1	“ E. W.	2	1
“ Sol	1	1	Rountree, Alice E.	2	1
Oliver, J. F.	1	1	“ Julia J.	1	1
“ M. L.	8	4	“ Mattie C.	1	1
Outlaw, F. P.	1	1	“ Willie M.	1	1
Oglesby, Abegail.	1	1	Rouse, John	2	1
“ Mary Lee.	1	1	“ N. J.	1	1
Ormond, Issaac F.	1	1	“ Thos. R.	1	1
Parmer, A. B., Estate of	1	1	“ Mrs. Mattie R. ...	1	1
Parker, T. B.	1	1	Russell, L. T.	1	1
“ J. C.	7	4	“ R. A.	1	1
Parrot, John A., Est. of	1	1	Rogers, J. R.	30	9
“ J. M.	4	2	Sanderlin, Mrs. E. W. .	15	6
Pearsall, P. M.	5	3	Saunders, E. W., Est. of	1	1
“ M. H.	1	1	Sawyer, W. H.	5	3
Perry, B. L.	1	1	Short, H. B.	2	1
“ D. E., Est. of ...	1	1	Simmons, F. M.	2	1
“ J. W.	4	2	Slocumb, J. C.	1	1
Peterson, J. E.	1	1	Smith, C. G.	1	1
Phillips, J. R.	5	3	“ Jno. D.	1	1
“ L. L.	3	2	“ W. H.	5	3
“ R. A.	4	2	Spicer, J. D.	1	1
Piggott, E. J.	1	1	Stanley, E. R., Estate of	1	1
Pollock, Ann	1	1	“ W. F.	1	1
“ Kate	1	1	Steadman, J. H.	1	1
Pope, W. J.	5	3	Street, J. J.	1	1
Porter, D. W.	2	1	“ N. H.	1	1
“ John	1	1	Stewart, J. W.	4	2
“ & Godwin	20	7	Styron, L. F.	1	1
Powell, D. A.	1	1	“ Inez	1	1
Pridgen, J. A.	1	1	Sutton, E. L.	1	1
Primrose, Ann, Estate of	1	1	“ Hermon	1	1
“ C. S., “ “	1	1	“ Wm.	2	1
“ H. S.	5	3	“ J. W.	1	1
“ R. S.	2	1	Swindell, I. H.	1	1
Patrick, D. W.	12	6	Stanton, D. M.	1	1
Patterson, F. T.	3	2	Strudwick, E.	7	4
Potter, J. H.	1	1	Sumrell, G. W.	1	1
Perkins, J. J.	1	1	“ McCoy	1	1
“ W. W.	1	1	Taylor, R. W.	5	3

LIST OF STOCKHOLDERS—CONTINUED.

NAME.	S.	V.	NAME.	S.	V.
Taylor, W. T.....	1	1	Weil, H., Trustee S. E.	3	2
" J. F.....	1	1	" " " H. E.	3	2
Thomas, C. R.....	1	1	" " " J. R.	2	1
" W. G.....	1	1	" Solomon.....	4	2
" W. G.....	1	1	" Sol., Trustee S. W.	3	2
Thorpe, E. J.....	1	1	" " " E. W.	3	2
Tolson, Finetta, Est. of.	1	1	" " " L. W.	3	2
Tomlinson, S. Finlay...	1	1	" " " H. W.	3	2
Tucker, F. P.....	1351	141	" H. & Bro.....	52	12
Tull, Henry.....	1	1	Wellons, Mary.....	5	3
Wagner, J. R., Estate of	1	1	West, Katie T.....	1	1
Wahab, H. W.....	1	1	Whitfield, J. E.....	2	1
Walker, Grizella A.....	1	1	" Theo.....	1	1
" R. M.....	1	1	Whitford, Bessie.....	3	2
" Farrar & Co...	1	1	" Clark.....	3	2
Walters, H., Trustee...	1	1	" John D.....	12	6
" " ".....	1	1	" Johnes.....	3	2
" " ".....	1	1	" Mary J.....	3	2
Washington, George....	5	3	" Ried.....	3	2
Waters, H., Sr.....	1	1	Willard, W. H.....	1	1
" W. R.....	1	1	Willis, A. L.....	1	1
Watkins, B. B.....	1	1	" J. K.....	1	1
" J. C.....	1	1	Wilson, Thos.	3	2
Webb, W. M.....	2	1	" W. S.....	2	1
" T. D.....	1	1	Wolfenden, J. J.....	1	1
Whitaker, F. A.....	1	1	Wood, Denipsey.....	13	6
Williamson, Wm. H....	5	3	" L. S.....	1	1
Watson, A. A.....	3	2	" D. E.....	1	1
Weil, Henry.....	4	2	Woolard, Eliza E.....	1	1
" H., Trustee M. W.	3	2	Wooten, Council S.....	3	2
" " " L. W.	3	2	" J. F.....	2	1
" " " G. W.	3	2	" S. I.....	5	3
" " " H. W.	3	2	Wilson, Mrs. M. R.....	1	1
" " " J. W..	3	2	Whitaker, T. C.....	5	3
" " " A. R..	3	2	" R. A.....	1	1
" " " E. R..	3	2	Winston, M. C.....	1	1
" " " A. A. J	3	2	Woodward, J. E.....	1	1
" " " H. J..	3	2	Yelverton, W. T.....	1	1

NAME.	Shares	Votes
Individual Shares.....	3,311	
State of North Carolina.....	12,666	350
County of Lenoir.....	500	56
" " Craven.....	1,293	135
" " Pamlico.....	202	26
Total number of Shares.....	17,972	

ATLANTIC & NORTH CAROLINA RAILROAD CO.,
AUDITOR'S OFFICE,

NEW BERN, N. C., June 30, 1904.

*To the President and Directors of the Atlantic & North Carolina
Railroad Company,*

GENTLEMEN:—

The accompanying statements for the year ending June 30th, 1904, embraces the general accounts, earnings and expenses, in detail, and accounts of permanent improvements, extraordinary repairs, etc.

Very Respectfully,

M. L. WILLIS,
Auditor.

AUDITOR'S REPORT.

ATLANTIC & NORTH CAROLINA RAILROAD COMPANY

Expenses in Detail for the Year Ending June 30th, 1904.

HEADS OF ACCOUNTS.

MAINTENANCE OF WAY AND STRUCTURES.

	New Work.	Operating Expenses.	Total.
1 Repairs of Roadway		\$ 23,584.09	
3 Renewal of Ties		7,985.58	
4 Repairs of Bridges and Culverts...		1,803.44	
5 " Fences, Cross. & Cattle Gds.		221.96	
6 " Buildings and Fixtures....		2,697.47	
7 " Docks and Wharves		1,123.47	
9 Stationery and Printing		19.50	
10 Other Expenses.....		41.37	37,476.88
Atlantic Hotel Construction	\$ 15,806.89		
New Depot Best's.....	463.90		
" Depot Cove	15.29		
" Sidings	154.63		
" Depot Havelock.....	35.35		
" Water Tank Stoney Creek.....	146.24		
" Depot Riverdale.....	18.30		
" Rails.....	5,883.48		
Extra Expenses, Fenders Trent River	1,836.29		24,360.37
Total.....			61,837.25

MAINTENANCE OF EQUIPMENT.

11 Superintendence	\$ 2,170.54		
12 Repairs of Locomotives	11,762.78		
13 " " Passenger Cars	10,251.85		
14 " " Freight Cars.....	10,262.56		
15 " " Work Cars.....	703.80		
16 " " Marine Equipment	235.82		
17 " " Shoy Machinery.....	2,997.69		
18 Stationery and Printing	583.01		
19 Other Expenses.....	2,354.24	41,322.29	
New Shop Machinery.....	821.10		
" Logging Cars	4,077.24		
" Box Cars.....	991.89		
" Flat Cars	381.93		
" Passenger Cars	2,317.09	8,589.25	
Total.....			49,911.54

AUDITOR'S REPORT—CONTINUED.

CONDUCTING TRANSPORTATION.

20 Superintendence	\$ 1,301.80	
21 Engine and Round-House men	16,166.41	
22 Fuel for Locomotive.....	31,256.14	
23 Water Supply for Locomotives	781.66	
24 Oil and Waste for Locomotives.....	1.43	
25 Other Supplies for Locomotives	23.91	
26 Train Service.....	10,192.11	
27 Train Supplies and Expenses	4,811.09	
28 Switchmen, Flagmen & Watchmen	1,625.44	
29 Telegraph Expenses.....	511.10	
30 Station Service	29,780.64	
31 Station Supplies.....	2,047.03	
33 Car Service Balance	12,279.80	
34 Hire of Equipment Balance	175.00	
35 Loss and Damage	2,546.83	
36 Injury to Persons.....	874.81	
37 Clearing Wrecks.....	211.69	
39 Advertising	92.50	
40 Outside Agencies	1,806.84	
41 Commissions.....	23.66	
44 Rents of Buildings & other property	90.11	
45 Stationery and Printing	2,225.72	
46 Other Expenses.....	154.67	
46 Stock Killed	1,039.68	120,020.07
<hr/>		
Total.....		120,020.07

GENERAL EXPENSES.

47 Salaries of General Officers	\$ 6,194.98	
48 " " Clerks and attendants .	5,581.55	
49 General Office Expenses & Supplies	1,048.30	
50 Insurance.....	2,964.87	
51 Law Expenses.	4,817.28	
52 Stationery & Printing (Gen. offices)	730.96	
53 Other Expenses.....	901.39	
53 Pay of Directors and Committees ..	761.60	23,000.93
<hr/>		
Taxes	9,568.61	
Real Estate.....	566.70	
Interest Ordinary.....	1,614.41	
" Coupons.....	19,500.00	
Wood Land.....	8,363.26	39,612.98
<hr/>		
Total.....		62,613.91

AUDITOR'S REPORT—CONTINUED.

RECAPITULATION.

Heads of Accounts.	Operating Expenses.	Extraordinary Repairs and Permanent Improvements.	Fixed Charges. (Interest and Taxes.)	Total Expenses.
Maint. of Way & Structures	\$ 37,476.88	\$ 24,360.37	.....	\$ 61,837.25
" " Equipment	41,322.29	8,589.25	.....	49,911.54
Conducting Transportation	120,020.07	.....	.....	120,020.07
General Expenses	23,000.93	8,929.96	30,683.02	62,613.91
Total.....	221,820.17	41,879.58	30,683.02	294,382.77

Atlantic and North Carolina Railroad Company.

—INCOME ACCOUNT.—

General Exhibit of Earnings and Expenses for Fiscal Year Ending June 30th, 1904.

Dr.		Cr.	Total Earnings.	Deduct.	Actual Earnings.
To Amount of Expenses.					
Maintenance of Way and Structures ..	\$ 37,476.88		\$ 110,361.54		
Maintenance of Equipment	41,322.29				
Conducting Transportation	120,020.07			373.81	
General Expenses ..	23,000.93				
Total Operating Expenses		221,820.17			109,987.73
Fixed Charges (Interest and Taxes)		30,683.02			30,503.32
Total Operating Exp. & Fixed Charges		252,503.19			140,491.05
Net Earnings from Operation		78,829.61	192,735.61		
				3,119.15	
					189,616.46
					330,107.51
					685.94
					539.35
		331,332.80	Total Gross Earnings from Operation..		331,332.80
To Cost of New Bldgs, Rails and Extra. Repairs ...	\$ 24,360.37				\$ 78,829.61
To Cost of Equipment and Machinery	8,589.25				
To Cost of Real Estate and Woodland	8,929.96				
Total Permanent Improvements, etc.		41,879.58			
Balance		36,950.03			
		78,829.61			78,829.61
Percentage of Operating Expenses to Earnings 67 per cent.					
			By Balance brought down		\$36,950.03
			Less Profit and Loss—Atlantic Hotel		6,551.87
			By Net Balance from operations		\$30,398.16

AUDITOR'S

Earnings from Transportation from

DATE.	GOLDSBORO.		BEST'S.		LAGRANGE.	
	Pass'grs	Freight.	Pass'grs	Freight.	Pass'grs	Freight.
July .....1903	\$ 1,436.25	\$ 3,895.94	\$ 56.30	\$ 27.59	\$ 562.15	\$ 534.20
August "	2,747.90	2,613.32	102.95	24.49	643.60	660.64
September . "	1,546.65	3,423.57	31.90	16.77	454.19	664.07
October "	1,349.10	4,168.97	59.90	18.81	462.45	784.05
November .. "	1,243.95	3,825.90	25.90	8.87	358.30	540.03
December .. "	1,431.55	3,738.65	51.65	39.29	469.60	432.89
January ...1904	1,223.00	3,118.53	32.40	39.03	365.45	581.79
February .. "	1,033.60	3,334.42	39.85	49.95	285.00	646.05
March "	1,164.20	3,827.49	44.90	457.52	328.95	629.14
April "	1,218.20	2,802.57	36.65	342.00	326.35	523.45
May "	1,526.83	6,120.28	36.10	36.30	401.11	372.74
June "	1,874.85	8,372.66	47.55	56.97	569.25	356.01
Totals.....	17,796.08	49,242.30	566.05	1,117.59	5,226.40	6,725.06

DATE.	COVE.		TUSCARORA.		NEW BERN.	
	Pass'grs	Freight.	Pass'grs	Freight.	Pass'grs	Freight.
July .....1903	\$ 224.71	\$ 109.96	\$ 98.05	\$ 63.03	\$ 2,694.30	\$ 2,846.84
August "	225.75	88.38	120.55	38.07	2,265.88	2,801.80
September . "	140.15	104.06	82.10	51.59	1,695.06	4,568.98
October "	225.10	134.06	97.75	46.48	2,266.68	5,987.09
November .. "	220.15	136.22	82.65	352.16	1,937.89	6,161.89
December .. "	221.50	121.04	119.95	227.86	2,031.84	6,320.06
January ...1904	181.85	101.47	79.45	210.99	1,746.40	5,680.49
February .. "	135.35	111.53	75.95	304.41	1,565.25	6,661.86
March "	164.00	204.59	68.35	205.65	1,892.87	9,461.93
April "	143.25	170.43	61.30	95.30	1,942.52	9,472.33
May "	153.30	128.47	61.05	91.54	2,406.93	4,835.71
June "	189.60	175.66	75.90	106.93	3,381.84	5,505.89
Totals.....	2,224.71	1,585.87	1,023.05	1,794.01	25,827.46	70,304.87

DATE.	WILDWOOD.		M. CITY—UP TN		M. CITY—PIER 1		Foreign Tickets	Way Travel.
	Pass.	Frt.	Pass.	Frt.	Pass.	Frt.		
July .....1903	\$30.75	\$16.65	\$ 405.10	\$ 702.84	\$ 253.30	\$ 256.47	2,574.25	1,439.81
August ... "	45.40	10.53	405.18	630.35	201.40	329.47	844.13	1,210.75
September "	31.25	20.54	383.97	778.14	.....	378.10	603.95	767.15
October ... "	36.65	13.19	325.80	858.78	444.35	454.04	435.66	674.75
November . "	36.55	16.88	386.65	595.70	244.95	302.73	463.05	604.30
December . "	23.75	18.20	387.75	618.29	327.40	664.99	765.91	659.65
January ..1904	25.85	38.89	327.85	559.68	154.20	251.92	379.44	572.00
February . "	24.85	19.56	277.58	610.02	164.05	419.97	318.60	478.35
March "	15.75	25.51	511.65	1,231.41	38.65	71.75	362.93	516.70
April "	20.40	20.32	539.77	1,144.25	.....	.....	465.17	530.35
May "	65.35	33.85	939.79	1,424.29	.....	.....	478.48	499.55
June "	32.25	25.78	646.60	1,127.96	.....	.....	1,645.16	787.45
Totals.....	388.80	259.90	5,537.69	10,281.71	1,828.30	3,129.44	9,336.73	8,740.81

\$ REPORT.

from July 1st, 1903 to June 30th, 1904.

FALLING CREEK.		KINSTON.		CASWELL.		DOVER.	
Pass'grs	Freight.	Pass'grs	Freight.	Pass'grs	Freight.	Pass'grs	Freight.
66.50	\$ 32.74	\$ 2,323.05	\$ 1,935.24	\$ 36.00	\$ 10.75	\$ 395.60	\$ 304.95
111.80	39.30	2,309.70	1,586.06	72.15	2.89	367.65	322.11
59.90	31.29	1,807.94	1,666.81	44.75	3.72	323.46	274.61
85.55	50.35	1,918.42	1,907.11	25.10	16.91	340.65	247.99
59.55	22.34	1,662.25	1,742.10	27.70	2.69	307.70	251.20
64.85	13.41	1,801.61	1,560.47	44.95	14.61	398.45	501.84
39.75	18.88	1,429.90	1,857.56	24.30	13.25	251.20	246.27
30.20	15.83	1,186.68	2,135.53	22.20	79.08	295.35	249.66
33.05	202.25	1,275.95	3,269.56	31.25	89.12	277.10	368.33
40.40	51.34	1,438.35	3,076.68	33.70	74.81	312.15	536.85
55.45	19.91	1,686.49	2,864.81	38.45	25.46	363.05	656.31
49.10	22.96	2,366.60	3,183.19	31.05	18.32	390.00	294.57
696.10	520.60	21,206.94	26,785.12	431.60	351.61	4,022.36	4,254.69

RIVERDALE.		CROATAN.		HAVELOCK.		NEWPORT.	
Pass'grs	Freight.	Pass'grs	Freight.	Pass'grs	Freight.	Pass'grs	Freight.
66.80	\$ 35.39	\$ 63.90	\$ 32.74	\$ 141.50	\$ 36.26	\$ 166.25	\$ 152.04
51.75	45.90	54.45	39.39	123.05	17.13	159.15	106.94
45.10	36.30	30.50	37.57	89.65	28.09	107.30	81.69
43.00	39.47	36.20	33.03	118.80	32.98	216.75	152.06
38.95	45.30	43.00	23.80	111.60	29.57	131.95	80.55
40.85	39.12	49.30	21.44	196.71	21.90	147.70	114.34
31.75	31.34	23.60	23.36	88.00	32.70	124.60	112.53
47.30	31.38	37.90	33.20	78.30	36.32	130.70	181.01
34.40	40.62	44.20	27.52	99.45	36.75	118.80	144.24
37.30	44.61	32.80	27.85	110.00	34.70	125.25	144.88
65.65	34.39	48.80	37.80	162.00	36.32	221.85	125.11
71.00	36.14	46.25	29.01	122.05	30.97	184.90	200.44
573.85	459.96	510.90	366.71	1,441.11	373.69	1,835.20	1,595.83

IRREGULAR.		Southern Ex. Co.	U. S. Mail.	Rents	Misce lane's	TOTAL.		Trans- portation.
Pass.	Frt.					Pass'grs	Freight.	
727.00	\$ 1,238.18	\$ 1,284.06	\$ 728.12	12.50	19.40	\$ 13,761.57	\$ 12,231.81	\$ 28,037.46
181.50	1,843.08	1,280.48	728.12	13.60	253.45	12,244.69	11,199.85	25,720.19
15.15	1,218.02	2,092.53	728.12	22.83	2.50	8,260.12	13,383.92	24,490.02
12.75	2,054.66	3,604.21	728.78	126.33	.....	9,175.41	17,000.03	30,634.76
12.50	2,440.46	2,172.13	728.78	8.33	.....	7,999.54	16,578.39	27,487.17
12.50	1,346.61	1,453.21	728.80	76.00	.....	9,247.47	15,815.01	27,320.49
12.50	1,309.84	1,085.65	728.78	44.66	.....	7,113.49	14,228.52	23,201.10
23.50	1,289.62	1,196.04	730.45	.....	.....	6,250.56	16,209.40	24,386.45
112.50	846.18	1,544.22	730.35	227.33	264.00	7,135.65	21,139.56	31,041.11
12.50	.....	2,387.61	730.45	85.53	.....	7,426.41	18,562.37	29,192.37
12.50	.....	1,977.83	730.45	34.00	.....	9,222.73	16,843.29	28,808.30
12.50	.....	1,673.70	730.45	34.83	.....	12,523.90	19,543.46	34,506.34
147.40	13,586.65	21,751.67	8,751.65	685.94	539.35	110,361.54	192,735.61	334,825.76

Report of the Operations of the Atlantic Hotel at Morehead City from June 22d, 1903 to March 31st, 1904.

Dr.		Cr.	
To Expenses as follows:		By Amount of Earnings, Receipts as follows:	
For Board.....	\$ 1,546.70	From Board	\$ 20,162.67
" Lights	326.07	" Bar	4,966.25
" Transportation	527.43	" Rent	100.00
" Postage, Printing and Stationery.	310.26		
" Ice Account.....	723.00	Total Gross Earnings	25,228.92
" Bar Expenses	208.85	Balance	6,551.87
" House Maintenance	226.44		
" Replacement and Repairs.....	3.18		
" Laundry Account	150.15		
" Groceries and Provisions	13,669.97		
" Wines and Liquors	4,316.70		
" Advertising	192.80		
" Taxes	785.52		
" Miscellaneous	2,189.62		
" Furniture	2.46		
" Salaries and Wages.....	7,719.60		
" State Guard Encampment	457.41		
	33,356.16		
	1,575.37		
	31,780.79		
	31,780.79		
			31,780.79

BALANCE SHEET ATLANTIC HOTEL, JUNE 30th, 1904.

ASSETS.		LIABILITIES.	
Amount.		Amount.	
To Cost of Property to June 30, 1904.....	41,655.31	By Amount Advanced by A. & N. C. R. R	41,655.31
" " " Operating Hotel, Season 1903	31,780.79	" Gross Earnings from Operations, Season 1903.....	25,228.92
		" Profit and Loss.....	6,551.87
	73,436.10		73,436.10

NOTE—Bills Outstanding (not due) \$12,000.00.

MASTER MECHANIC'S RERORT.

To Hon. Jas. A. Bryan, Prest. A. & N. C. Railroad Co.:

SIR:—I respectfully submit the following Report of work done and expenses incurred in this department, for the year ending June 30th, 1904:

Maintenance of Way and Structures.

1	Repairs of Roadway	\$ 483.69
4	“ “ Bridges and Culverts	64.53
5	“ “ Fences, Road Crossings and Cattle Guards..	9.91
6	“ “ Buildings and Fixtures.....	648.96
7	“ “ Dock and Wharves	45.43
		<hr/>
		\$1252.52

Maintenance of Equipment.

11	Superintendence	\$ 610.54
12	Repairs and Renewals of Locomotives.....	11740.00
13	“ “ “ “ Passenger Cars.....	12016.46
14	“ “ “ “ Freight Cars.....	13673.22
15	“ “ “ “ Work Cars.....	552.35
16	“ “ “ “ Marine Equip. (Pile Driver).	3.72
17	“ “ “ “ Shop Machinery and Tools...	1677.54
19	Other expenses.....	2202.30
		<hr/>
		\$42476.13

Conducting Transportation.

21	Engine and Round-house men.....	\$16077.45
22	Fuel for Locomotives	19876.50
23	Water supply for Locomotives.....	564.06
24	Oil, Tallow and Waste	152.56
27	Train Supplies and Expenses.....	4595.46
28	Switchmen, Flagmen and Watchmen.....	415.52
31	Station Supplies	310.25
37	Clearing Wrecks.....	22.12
		<hr/>
		\$42013.92

MASTER MECHANIC'S REPORT—CONTINUED.

General Expenses and Sundries.

35	Loss or Damage.....	\$	15.53
36	Injury to persons.....		80.08
49	General Office expenses and supplies		95.78
	Atlantic Hotel.....		747.30
	Individual account ..		223.68
			<hr/>
			\$1162.37

New Cars—Cost Included in M. of E. Nos. 13 and 14.

	Box Cars.....	\$	991.89
	Flat Cars		391.83
	Log Cars.....		3986.51
	New Passenger Cars.....		2317.09
			<hr/>
			\$7687.32

Credits.

	By sales of old material.....	\$1560.44
--	-------------------------------	-----------

Inventory of Machinery.

	Valuation of old machinery now on hand	\$12434.75
	“ “ new “ “ “	1723.00
	“ “ “ material in stock.....	21981.93

Summary.

	Conducting Transportation	\$42013.92
	Maintenance of Way and Structures	1252.52
	Maintenance of Equipment.....	42476.13
	General Expenses and Sundries	1162.37
		<hr/>
		\$86904.94

MASTER MECHANIC'S REPORT.

ENGINES.		Mileage.	Quarts Oil Lubricating	Quarts Oil Illuminating	Cost of Oil.	Lbs. Waste.	Cost of Waste	Cost of Labor	Cost of Material.	Total Cost of Stores, Labor and Material.	Cords of Wood	Cost of Wood.	Wages of Engineer & Firemen.	Grand Total.	REPORT OF ENGINES.
No. 1		3613	48	12	3.48	20	1.20	15.32	8.37	28.37	137½	192.50	254.03	474.90	Needs Rebuilding.
" 2		10772	230½	76¾	18.75	57½	3.42	557.80	90.99	670.96	555¼	777.35	741.86	2190.17	Needs Rebuilding.
" 8		10366	260	86¼	20.28	72	4.27	798.45	390.21	1213.21	480	672.00	737.44	2622.65	In Good Order.
" 9		28761	269	82	20.47	57½	3.41	310.49	89.79	424.16	847¼	1186.15	956.82	2567.13	In Shops for Boiler.
" 10		13347	273½	68¼	42.50	86	5.07	1071.25	461.49	1558.00	617¼	864.15	878.76	3300.91	In Running Order.
" 11		42269	570½	177¾	42.50	114½	6.78	691.16	344.89	1085.33	1532½	2145.50	1373.33	4604.16	In Good Order.
" 12		39900	545½	181¼	41.03	118¼	6.99	484.79	374.73	907.54	1510¾	2115.05	1307.56	4330.15	In Good Order.
" 13		36107	528½	167¾	39.13	115½	6.85	662.85	409.68	1118.51	1371¾	1920.45	1262.30	4301.26	Needs Rep'ng to Boiler.
" 14		25491	456½	167½	34.86	97	5.74	610.60	189.65	840.85	1205¾	1687.65	1140.55	3669.05	In Good Order.
" 15		24018	364	146¾	29.36	86	5.07	639.76	287.28	961.47	1169	1636.60	1072.43	3670.50	In Good Order.
" 16		30018	454	182½	37.21	74	4.37	265.70	294.16	601.44	1964¾	2750.65	1400.34	4752.43	Need Tires Turned.
" 17		24173	444½	141	33.14	95	5.64	237.15	220.64	496.57	1236½	1731.10	1212.54	3440.21	In Good Order.
" 18		28836	416	150½	33.81	82	4.83	621.47	435.50	1095.61	1569¼	2196.95	1288.48	4581.04	Needs Boiler Tubes.
Total		317671	4860½	1640¼	374.21	1075¼	63.64	6966.79	3597.38	11002.02	14197½	19876.50	13626.44	44504.53	

Total No. of Miles Run	Cost per Mile Run For Stores.	Cost per Mile Run For Repairs.	Cost per Mile Run for Engineers and Firemen.	Cost per Mile Run For Fuel.	Total Cost per Mile Run.	No. of Miles Run to One Cord of Wood.	No. of Miles Run to one Qt. Lub. Oil.	No. of Miles Run to one Qt. Illumtg. Oil.	Wood Rated @ \$1.40 per Cord.	Sales of Material during year \$1560.44.
317671	0.1377	3.3286	4.2894	6.2569	14.0962	22.37	65.33	193.67		

MASTER MECHANIC'S REPORT—CONTINUED.

REPORT OF WORK PERFORMED IN SHOPS DURING
THE YEAR ENDING JUNE 30th, 1904, WITH
INVENTORY OF ROLLING STOCK.

NEW BERN, N. C., June 30th, 1904.

Hon. Jas. A. Bryan, President A. & N. C. R. R. Co.,

DEAR SIR:—The following is a synopsis of work performed in the shops of this Company, during the year ending June 30th, 1904:

ENGINES.

General repairs have been made to seven locomotives as follows: Nos. 8, 11, 13, 14, 15, 16, 19. No. 9 now in shops for new boiler. New smoke stacks have been put on engines Nos. 8 and 11 and new boiler tubes put in Nos. 11, 12 and 18.

PASSENGER CARS.

We have made general repairs to and painted passenger cars Nos. 10, 11, 18, 27, 14, 19, 20, and parlor car "Vance."

MAIL AND EXPRESS CARS.

Mail car No. 14 has been thoroughly repaired and Postal room enlarged, with entire change of letter cases and paper boxes, to conform with U. S. requirement. We have built and nearly completed one new Mail, Express and Baggage car.

BOX CARS.

We have built two Standard box cars of 60,000 capacity, Nos. 420 and 421, and have rebuilt and equipped with automatic couplers the following box cars: Nos. 233, 242, 236, 241, 407, 414, 402, 401, 606, 600, 610, 612, 614 and 604.

FLAT CARS.

The following flat cars have been thoroughly repaired and equipped with automatic couplers: Nos. 60, 61, 310, 316, 320, 447, 459, 471, 500, 508, 510, 514, 518, 519, 520, 521, 522, 523, 524, 525, 526, 517, 527, 530, 532, 533, 535 and 536. We also had to repair eleven Foreign cars that were wrecked on our line.

LOG CARS.

We have built 18 new log cars and rebuilt five that were wrecked.

CABOOSE CARS.

Two caboose cars, Nos. A and C, have been thoroughly repaired and painted.

TRUCKS.

We have built 22 Ware-house trucks.

MASTER MECHANIC'S REPORT—CONTINUED.

MISCELLANEOUS WORK.

We have made 2 Ticket cases for Auditor's office, and 2 Push cars for P. O. & W. R. R.

We have also built 3 Locomotive cabs, 4 bridge guards, 1 watchman's booth and 1 Rip saw table.

SHOPS AND MACHINERY.

We have built during the year, one Cut-off saw frame, complete for Carpenter shop. Have also placed in shops one 33 in. x 33 in. x 8 ft. Planer, one 20 in. x 10 in. Lathe, one 16 in. x 8 in. Lathe, one 4 ft. Radial drill, one water emery grinder and one grindstone and iron frame. All of these machines are now in daily service and add greatly to our shop facilities.

MASTER MECHANIC'S REPORT—CONTINUED.

Condition of Rolling Stock.

ENGINES.

- Nos. 8, 11, 12, 13, 15, 16 and 18 in good order.
- No. 9 in shops for new boiler.
- No. 10 in running order, but needs repairs.
- No. 14 in fair order, needs repairs to boiler.
- No. 17 needs tires turned, otherwise in good order.
- No. 19 needs new boiler tubes, otherwise in good order.
- Nos. 1 and 2 need new boilers and rebuilding before they can be used again.

PASSENGER CARS.

- Nos. 4, 10, 11, 15, 16, 18, 22, 23, 24, 25, 28 and Parlor car "Vance," in good order.
- No. 17 needs general repairs and painting.
- Combination cars Nos. 28 and 27 in good order.
- Mail and Express cars Nos. 12 and 14 in good order.
- Express or Fish cars Nos. 19, 20 and 21 in good order.

CABOOSE CARS.

- Caboose cars A and C in good order. B needs painting.

BOX CARS.

- 19 Box cars, 60,000 capacity, good order; M. C. B. couplers.
- 9 " " 50,000 " need centre sills, M. C. B. couplers.
- 17 " " 40,000 " good order; M. C. B. couplers.

FLAT CARS.

- 11 Flat cars, 60,000 capacity, good order, M. C. B. couplers.
- 4 " " 50,000 " " " " " "
- 2 " " " " need general repairs, M. C. B. couplers
- 46 " " 40,000 " good order, M. C. B. couplers.
- 1 " car 40,000 " needs end sills; M. C. B. couplers.
- 1 " " " " needs draft timbers; Straight couplers
- 1 " " " " " " " " ; M. C. B. couplers
- 6 " cars " " good order, Straight couplers.
- 2 old flat cars have been condemned and will be destroyed.

GONDOLAS.

- 3 40,000 capacity Gondola cars, need rebuilding, Straight couplers.
- 2 30,000 " " " need rebuilding, Straight couplers.
- 1 10,000 capacity Gondola car needs rebuilding, Straight coupler.

LOGGING CARS.

- 97 Log cars 30,000, good order, cast couplers.
- 13 " " 20,000 capacity, need Standard trucks, Cast couplers.

SHANTY CARS.

- 11 Shanty cars, in running order, M. C. B. couplers.
- 12 " " " running order, Straight couplers.

MASTER MECHANIC'S REPORT—CONTINUED.

RECAPITULATION.

Locomotives	14.
Passenger cars.....	20.
Caboose cars	3.
Box cars	45.
Flat cars	74.
Gondola cars.....	6.
Logging cars.....	110.
Shanty cars.....	23.

Passenger train cars classified as follows:

- 7 First-class coaches.
 - 5 Second-class coaches.
 - 2 Combination cars.
 - 2 Mail and Express cars.
 - 3 Express or Fish cars.
 - 1 Parlor car.
-

RECOMMENDATION.

Our facilities in shops would be greatly improved by adding to our machinery, the following, which should be purchased at once:

- 1 Air compressor.
- 1 Bolt-cutting machine.
- 1 Punch and shear machine.

Respectfully submitted,

JOS. H. GREEN,
Master Mechanic.

ROAD MASTER'S REPORT.

NEW BERN, N. C., June 30th, 1904.

To the President and Directors of the A. & N. C. R. R. Co.

Gentlemen:—I have the honor to submit to you my annual report on conditions and expenditures on Maintenance of Ways, Depots, Grounds and Buildings for the fiscal year ending June 30th, 1904:

Repairs of Roadway.....	\$23,584.09
Renewal of Ties.....	7,985.58
Repairs of Bridges and Culverts	1,803.44
“ “ Fencing, Crossings and Cattle Guards	221.96
“ “ Buildings and Fixtures	2,697.47
“ “ Docks and Wharves.....	1,123.47
Stationery and Printing.....	19.50
Other Expenses, Salaries, etc.....	41.37
	<hr/>
	\$37,476.88

NEW WORK.

Atlantic Hotel.....	15,806.89
New Depot at Best	463.90
New Dept at Cove.....	15.92
New Sidings.....	154.63
New Depot at Havelock	35.35
Pump and Water Tank at Stoney Creek	146.24
New Depot at Riverdale.....	18.30
New Rails	5,883.48
Extra Expense: Fenders at Trent River Draw Bridge	1,836.29
	<hr/>
	\$24,361.10

WOOD, CROSS TIES, PILES AND LUMBER BOUGHT.

Cross Ties, 20,902 at 31c.....	6,479.62
Piles, 135 at 2.60.....	351.00
Lumber, 118,178 feet, at 14.62 per M,.....	1,727.76
Wood Inspected from various people 7791 cords at 165,	12,855.15
B. W. Ives, 4638 cords, at \$2.00.....	9,276.00
F. C. Overman, 3315½ cords at \$2.00	6,631.00
In Racks, 4593½ cords at \$1.75.....	8,038.57
Cross Ties used 21,189 at 31c...\$	6,568.59
	<hr/>
	\$45,359.10

New Side Tracks aggregating 2000 feet.

ROAD MASTER'S REPORT—CONTINUED.

Inventory of Material on Hand Belonging to A. & N. C. R. R. Co. Roadway Department, Year Ending June 30th, 1904.

One	No.	9 Left hand Spring Frog	60 lb Rail	at 37.20,	\$ 37.20
"	"	8 " " " "	56 " "	at 36.00	36.00
"	"	9 " " " "	50 " "	at 34.65 ¹	34.65
"	"	9 " " " "	56 " "	at 36.00	36.00
"	"	6 " " " "	56 " "	at 36.00	36.00
"	"	9 Right hand Spring Frog	56 " "	at 34.00	34.00
"	"	8 " " " "	56 " "	at 36.00	36.00
"	"	9 " " " "	56 " "	at 36.00	36.00
"	"	9 " " " "	45 " "	at 34.00	34.00
"	"	9 Left " " " "	45 " "	at 34.00	34.00
Ten	"	9 Stiff Frogs	56 " "	at 21.80	218.00
Four	"	9 " " " "	50 " "	at 20.45	81.80
Three	"	6 " " " "	56 " "	at 17.20	51.60
One	"	5 " " " "	56 " "	at 17.20	17.20
Four	"	9 " " " "	45 " "	at 18.00	72.00
7 Sets		Switch Points 15 ft. long, 50 lb rail,		at 24.55	171.85
5 "	"	" " " " 12 " " 55 " "		at 21.10	105.50
4 "	"	" " " " 15 " " 50 " "		at 22.00	88.00
1 "	"	" " " " 12 " " 50 " "		at 21.10	21.10
1 "	"	" " " " 12 " " 45 " "		at 19.00	19.00
31 Kegs		Track Bolts $\frac{3}{4}$ x $3\frac{1}{2}$		at 6.00	186.00
6 "	"	" " " " $\frac{3}{4}$ x 4		at 6.00	36.00
5 "	"	O. G. Washers, 1,000 lbs,		at $.2\frac{3}{4}$	27.50
300 Sheets		galvanized iron roofing, 28 x 96,		at .57	171.00
10 Barrett		Track Jacks	at 9.00		90.00
31 Spike		Maul Handles	at $.06\frac{1}{3}$		1.96
3 Adz		Handles	at .08 . . . .		.24
29 Short		Handle Shovels	at .70		20.30
5 Long	"	" " " "	at .75		3.75
1 Set of		Rigging for Sway Pipe to Tank	at 6.00		6.00
11 Kegs		Nails	at 2.25		24.75
53 Pick		Handles	at .05		2.65
176 Track		Braces	at .07		12.32
4 Guages		. . . . .	at 1.00		4.00
16 Gallons		Mosur Vermillion	at 5.00		80.00
19 Coal		Chisels	at .25		4.75
9 Track		Wrenches	at .30		2.70
42 Switch		Cuffs	at .25		10.50
3 Monkey		Wrenches	at 1.50		4.50
65 Track		Drill Points	at .09		5.85
24 Switch		Locks	at .50		12.00

ROAD MASTER'S REPORT—CONTINUED.

120 Feet Wire Rope	at	.12	14.40
4 Track Jack Leavers	at	.20 .....	.80
80 Bolts 1 x 32	at	.05	31.50
46 Barrels Nazareth Portland Cement.....	at	2.25	103.50
19 " Rosendale Cement	at	1.25	23.75
670 Angle Bars for 50 lb. Rail	at	.25	167.50
339 " " " 56 " "	at	.25	84.75
214 Fish Plates " 50 " "	at	.20	42.80
32 Kegs Railroad Spikes 9-16 x 5	at	4.60	147.20
132 Bolts 1 x 22, 750 lbs,	at	.05	37.50
250 " 1 x 24, 1500 "	at	.05	75.00
815 " 3/4 x 18, 2535 "	at	.05	126.75
250 " 3/4 x 17, 725 "	at	.05	36.25
175 " 3/4 x 16 1/2, 490 lbs,	at	.05	24.50
71015 Feet Lumber, at 14.62 per M,.....			1,038.74
5630 Cords of Wood, at 1.80 per cord,.....			10,134.00
635 Cross Ties, at .31,.....			196.85
38 Tons New 60 lb Steel Rail, at 31.00,.....			117.80
72 " 50 " " " at 25.00,.....			1,800.00
21 " Old Chain Rail at 22.00,.....			462.00
2 " Scrap Iron at 20.00			40.00
			<hr/>
			\$16,602.24

ROAD MASTER'S REPORT—CONTINUED.

Inventory of Tools in Service in the Roadway Department Belonging
to A. & N. C. R. R. Co., Year Ending June 30, 1904.

Adz.....	10
Augers.....	5
Axes.....	10
Claw Bars.....	24
Pinch Bars.....	22
Brush Hooks.....	30
Briar Scythes.....	25
Water Buckets.....	12
Oil Cans.....	10
Hand Cars.....	12
Lever Cars.....	12
Cold Chisels.....	15
Track Drills.....	12
Red Flags.....	15
Grind Stones.....	11
Spiking Hammers.....	25
Track Levels.....	12
Mattocks.....	15
Track Jacks.....	24
Red Lanterns.....	10
White Lanterns.....	10
Picks.....	22
Cross Cut Saws.....	8
Hand Saws.....	3
Long Handle Shovels.....	60
Tape Lines.....	50
Track Gauges.....	10
Monkey Wrenches.....	12
Boring Machine.....	1
Blocks.....	2
Jack Screws.....	4
Hatchets.....	2
Velocipedes.....	2
Pile Hammers.....	3
Hoisting Engine and Boiler.....	1

Respectfully submitted,

W. F. CARLISLE, R. M.

ATLANTIC AND NORTH CAROLINA RAILROAD COMPANY.

Statement of Earnings and Expenses during the Bryan Administration—July 1st, 1899 to June 30th, 1904 Inclusive.

Year Ending June 30th	To Amount of Operating Expenses as follows:				Dr.	By Amount of Gross Earnings as follows:			
	Way and Structures.	Maintenance of Equipment.	Conducting Transportation.	General Expenses.		Cr.			
1900	\$ 32,770.43	\$ 22,670.43	\$ 67,246.57	\$ 15,135.16	\$	137,822.59	Year Ending June 30, 1900	\$	218,165.96
1901	32,879.09	25,731.73	80,189.78	13,234.60		152,035.20	" " " 1901		240,544.93
1902	43,168.47	29,737.38	83,754.13	15,101.14		171,761.12	" " " 1902		257,032.70
1903	43,855.45	41,169.10	94,603.16	15,934.42		195,562.13	" " " 1903		304,107.59
1904	37,476.88	41,322.29	120,020.07	23,000.93		221,820.17	" " " 1904		331,332.80
Total	190,150.32	160,630.93	445,813.71	82,406.25		879,001.21			
To Amount of Fixed Charges as follows:									
	Interest	Taxes.	Total Fixed Charges.						
1900	\$ 20,830.00	\$ 5,259.75	\$ 26,089.75						
1901	22,528.95	10,019.57	32,548.52						
1902	22,354.23	5,093.60	27,447.83						
1903	21,621.66	11,094.63	32,716.29						
1904	21,114.41	9,568.61	30,683.02						
	108,449.25	41,036.16	149,485.41			149,485.41			
Balance—Net Earnings						1,028,486.62			
						322,697.36			
						\$ 1,351,183.98	\$ 1,351,183.98		

To Amount of Construction, Equipment, Real Estate and Permanent Improvements.

ITEMS.	1900	1901	1902	1903	1904	Totals.	By Amount of Net Earnings
Locomotives	\$ 23,098.50	\$ 10,460.00	\$ 10,175.00			\$ 43,733.50	322,697.36
Parlor Cars	4,216.18					4,216.18	
Passenger Cars	12,734.68	8,098.35			2,317.09	23,150.12	
Combination Cars		862.70				862.70	
Freight Cars	9,081.75		1,759.39	796.62	1,373.82	13,011.58	
Logging Cars	1,604.27	1,654.39	3,483.58	3,505.99	4,077.24	14,325.47	
Shops Machinery	4,452.55	1,242.76	1,715.53	3,135.20	821.10	11,367.14	
Paint Shops, New Bern	3,020.52	721.99				3,742.51	
Oil House, New Bern	187.65					187.65	
Waiting Room, Kinston	305.04					305.04	
" " LaGrange	338.41					338.41	
Covered Platform, Atlantic Hotel	245.36					245.36	
Warehouse, Goldsboro	1,846.72	4,207.22	3,291.16			9,345.10	
" " Tuscarora	523.65					523.65	
" (two) New Bern	18,034.79	5,198.93	164.70	309.93		23,708.35	
" " Croatan	355.06	391.12				746.18	
" " Kinston		6,280.00	824.95			7,104.95	
" " Riverdale			269.18	1,114.62	18.30	1,402.10	
" " Havelock			1,287.16		35.35	1,322.51	
" " Best's				1,500.97	463.90	1,964.87	
" " Cove				1,920.03	15.29	1,935.32	
Depot, Thurman			537.58			537.58	
" " Fields			273.25	38.46		311.71	
" " Atlantic			518.49	5.00		523.49	
Waiting Room, Elms		275.78				275.78	
Atlantic Hotel, Morehead City				25,848.42	15,806.89	41,655.31	
Foundry & Carp'tr Shop, New Bern		12,311.00	3,221.56			15,532.56	
Engine House, New Bern			50.00	15.84		65.84	
Iron Rack, New Bern			14.49			14.49	
Fish Platform, (Express) New Bern			873.47			873.47	
Water Tank, New Bern		72.75	1,133.81			1,206.56	
" " Morehead City		1,391.96				1,391.96	
" " Croatan			523.15	18.94		542.09	
" " Kinston			410.83			410.83	
" " Cove			170.33	435.83		606.16	
" " LaGrange				151.02		151.02	
" " Havelock				621.70		621.70	
" " Jack Smith Creek				60.64		60.64	
" " Stoney Creek				555.57	146.24	701.81	
Trent River Dock, New Bern		448.83				448.83	
Turn Table, New Bern	410.18	1,975.57				2,385.75	
Track Scales	932.64		1,872.60	813.17		3,618.41	
Rails Purchased	9,987.00		7,411.82	1,849.97	5,883.48	25,132.27	
Side Tracks	2,141.89	1,572.39	1,306.58	626.53	154.63	5,802.02	
Extra. Expense Graveling Road Bed			2,863.64			2,863.64	
" " Draining			973.96			973.96	
Engine and Pile Driver			500.00			500.00	
Sewerage, New Bern			91.93			91.93	
Light Plant, Morehead City			106.74			106.74	
Type Writer Machine, Genl. Office	202.50					202.50	
Real Estate	8,280.60	627.60	2,063.01	2,773.70	566.70	14,311.61	
Wood Land				3,734.60	8,363.26	12,097.86	
Extr. Expense, Piling Trent River					1,836.29	1,836.29	
Balance	101,999.94	57,793.34	47,887.89	49,832.75	41,879.58	299,393.50	
						23,303.86	
						322,697.36	322,697.36

